
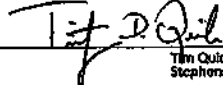


# EXHIBIT 1

IN THE SUPERIOR COURT OF STEPHENS COUNTY  
STATE OF GEORGIA

 **EFILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
STEPHENS COUNTY, GEORGIA  
**SUCV2025000226**  
NC  
JUN 04, 2025 03:28 PM  
  
Tim Quick, Clerk  
Stephens County, Georgia

CIVIL ACTION NUMBER SUCV2025000226  
Renovation Church of Atlanta, Inc.

**PLAINTIFF**

VS.

Selective Way Insurance Company

**DEFENDANT**

**SUMMONS**

TO: SELECTIVE WAY INSURANCE COMPANY

You are hereby required to file with the Clerk of said court and serve upon the plaintiff or plaintiff's attorney, whose name, address and email address are:

**Remington Huggins  
Huggins Law Firm, LLC  
110 Norcross Street  
Roswell, Georgia 30075  
remington@lawhuggins.com**

an answer to the complaint which is herewith served upon you. You must make your answer within 30 days after service of this summons upon you. This time excludes the day of service. If you fail to answer, the court will issue a default judgment against you for the relief sought in the complaint.

If this action pertains to a Protective Order, the answer is to be filed and served on or before the scheduled hearing date attached.

**This 4th day of June, 2025.**

Clerk of Superior Court

  
Tim Quick, Clerk  
Stephens County, Georgia

**SELECTIVE**  
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**FILED IN OFFICE**  
CLERK OF SUPERIOR COURT  
STEPHENS COUNTY, GEORGIA  
**SUCV2025000226**  
NC  
JUN 04, 2025 03:28 PM

  
Tim Quick, Clerk  
Stephens County, Georgia

**IN THE SUPERIOR COURT OF STEPHENS COUNTY  
STATE OF GEORGIA**

**RENOVATION CHURCH OF )**  
**ATLANTA, INC., )**  
**Plaintiff, )**  
**v. )**  
**SELECTIVE WAY INSURANCE )**  
**COMPANY, )**  
**a foreign corporation, )**  
**Defendant. )**

**CIVIL ACTION FILE NO.:**

**COMPLAINT**

**COMES NOW Plaintiff Renovation Church of Atlanta, Inc., by and through the undersigned counsel, and files this Complaint for breach of first party property insurance contract and bad faith denial of insurance coverage against Defendant, Selective Way Insurance Company, and in support hereof, states as follows:**

**PARTIES**

**1.**

**Plaintiff is an adult resident citizen of Cobb County, Georgia.**

**2.**

**Upon information and belief, Defendant is a foreign insurance company, registered to transact business in, and in fact transacts business in, the State of Georgia. Defendant is in the business of insuring risks and properties located throughout the United States, including Georgia. Defendant maintains an office at 597 Big A Road, Toccoa, GA 30577, where it may be served with process through its registered agent, CSC of Stephens County, Inc., as identified by the state of Georgia Secretary of State registry.**

**JURISDICTION AND VENUE**

3.

This Court has subject matter jurisdiction over this action for breach of contract and bad faith denial of an insurance claim because the breached contract was entered into, and concerned property in, the state of Georgia and the amount in controversy exceeds \$15,000.00. This Court has personal jurisdiction over Defendant because Defendant is transacting business and insuring properties in the state of Georgia and has appointed a registered agent for service of process in Georgia pursuant to O.C.G.A. § 33-4-1 and O.C.G.A. § 33-4-4.

4.

Venue is proper in this Court because Defendant has a registered agent doing business in Stephens County pursuant to O.C.G.A. § 33-4-1, O.C.G.A. § 33-4-4.

5.

In addition, by virtue of the express terms of the insurance policy at issue, Defendant has consented to jurisdiction and venue of this Court.

**THE POLICY**

6.

Prior to June 6, 2023, and in consideration of the premiums paid to Defendant by the Plaintiff, Defendant issued a policy with Policy No. S 2425406 (the "Policy"). A true and accurate copy of the Policy is attached hereto as Exhibit "A."

7.

The Policy provides numerous coverages for the real and personal property located at 1775 Water Place SE, Atlanta, GA 30339 (the "Insured Property," "Property," or the "home"). The



Policy likewise insures against loss due to Wind and Hail, subject to a deductible of \$1,000.00 per occurrence. (*See* Ex. A).

8.

The Policy is an all-perils policy providing coverage for sudden and accidental direct physical loss to the dwelling, other structures, and personal property. The Policy covers property repairs and personal property on a full replacement cost basis. (*See* Ex. A).

9.

The Policy covers various types of expenses, including reasonable and necessary costs incurred for temporary repairs to protect covered property from further imminent covered loss and additional living expenses. (*See* Ex. A).

**SUDDEN AND ACCIDENTAL DAMAGE TO THE INSURED PROPERTY**

10.

On or about June 6, 2023, the above-referenced property suffered damage from a sudden and accidental direct physical loss resulting from Wind and Hail (the “Loss”). The Policy was in effect at the time of the Loss.

11.

Plaintiff promptly and timely notified Defendant of the damage to the Property resulting from the Loss and made a claim pursuant to the Policy. As a result, Defendant assigned an adjuster (“Adjuster”) to investigate Plaintiff’s claim for sudden and accidental direct physical loss. The Adjuster was authorized as Defendant’s representative and agent for purposes of the claim.

12.

At all times, Plaintiff made themselves and the Property available to, and fully cooperated with, the Defendant and its representative and agent to inspect and investigate the damages caused by the loss.

13.

Defendant, through its authorized representative and agent, Adjuster, performed a site inspection of the Property.

14.

Defendant's authorized representative and agent, Adjuster, incurred the duty of acting with due diligence in achieving a proper disposition of the Plaintiff's claim when Adjuster undertook the handling of the claim.

15.

Defendant, through its authorized representative and agent, Adjuster, grossly underestimated the scope of loss suffered by the Plaintiff as a result of the Wind and Hail event. Defendant failed to properly indemnify the Plaintiff and estimated Plaintiff's total loss to be \$181,211.40. Plaintiff's deductible is \$1,000.00 per occurrence, and Defendant withheld \$84,482.44 in recoverable depreciation; thus, after deductions for depreciation and Plaintiff's deductible, Defendant claims Plaintiff was due \$95,728.96 as indemnification under the Policy. A true and accurate copy of the Defendant's estimate is attached hereto as Exhibit "B."

16.

As a result of Defendant's gross underestimation, Plaintiff requested multiple times that Defendant reconsider its position regarding Defendant's estimate. Defendant refused to comply with the Plaintiff's requests and continued to frivolously and baselessly deny any additional

payment on Plaintiff's claim. Furthermore, the Defendant continued to ignore the opinions of the Plaintiff's experts as to the extent of damage and the amount it will cost the Plaintiff to be properly indemnified for the Loss.

17.

Plaintiff retained Claim Crushers, a public adjuster, to provide Plaintiff with an estimate of repairs and/or replacement for damaged areas of the Property. Claim Crushers provided Plaintiff with an estimate in the amount of \$1,803,725.72, less previous payments and the applicable deductible. A true and correct copy of the Claim Crushers estimate is attached hereto as Exhibit "C."

18.

Defendant did not act fairly or honestly toward the Plaintiff, or with due regard to the Plaintiff's claim and interests, when Defendant, under all circumstances articulated herein, failed to indemnify the Plaintiff for their damages in direct breach of the terms and conditions of the Policy.

19.

Plaintiff has fulfilled all conditions precedent and contractual obligations under the Policy prior to this lawsuit, or the same were waived.

20.

There exists a genuine, justifiable controversy between the Plaintiff and the Defendant as to whether Defendant is responsible for further indemnification owed to the Plaintiff as a result of the Loss. Plaintiff has exhausted every reasonable means possible to resolve this dispute with the Defendant. With no other option, Plaintiff was constrained to hire legal counsel, incur additional expenses, and file this lawsuit.

21.

Plaintiff has suffered loss under the Policy in an amount to be determined at trial.

**COUNT I: BREACH OF CONTRACT**

22.

Plaintiff hereby adopts, re-alleges, and incorporates their allegations set forth in Paragraphs 1-21 of this Complaint as if fully set forth herein.

23.

Plaintiff has performed all conditions precedent to the Defendant's obligation to perform under the Policy including, without limitation, the timely payment of premiums, timely notice of the claim, and post loss obligations, or the Defendant has waived any and all other conditions.

24.

Under the terms of the Policy, Defendant is required to fully indemnify the Plaintiff for the damages sustained from the Loss.

25.

Despite Plaintiff's timely written demand, Defendant failed to provide full indemnification to the Plaintiff under the terms of the Policy.

26.

Defendant failed to act in good faith and fair dealing under the terms of the Policy by refusing to properly investigate and fully indemnify the Plaintiff according to the terms of the Policy.

27.

The Plaintiff suffered damages as a direct result of Defendant's failure to indemnify the Plaintiff for their loss.

28.

All foregoing conduct constitutes a breach of contract that has resulted in damages to the Plaintiff.

29.

**WHEREFORE**, Plaintiff prays for this Court to enter an award in Plaintiff's favor of compensatory damages, attorneys' fees, pre- and post-judgment interest, and such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

30.

Plaintiff requests a trial by Jury on all counts of the Complaint.

**PRAYER FOR RELIEF**

31.

**WHEREFORE**, Plaintiff requests that after due proceedings are had, all appropriate penalties be assessed against the Defendant and that the Plaintiff receive any and all damages at law to which they are justly entitled, and thus prays for judgment against the Defendant, as follows:

- a. That this Court grant judgment in favor of the Plaintiff and against Defendant in an amount to be determined at trial for breach of insurance contract.
- b. Compensatory damages, including all damages to the Plaintiff by the Defendant and any resulting expenses.
- c. Plaintiff's attorneys' fees and costs of suit in this action;
- d. Plaintiff's consultant and expert fees;
- e. Pre- and post-judgment interest in the maximum amount allowed by law;

- f. All statutory penalties;
- g. Any and all applicable multipliers; and,
- h. Any and all other relief that the Court may deem just and proper, whether such relief sounds in law or equity.

Respectfully submitted, this 4th day of June, 2025.

**THE HUGGINS LAW FIRM, LLC**

/s/ Remington Huggins

J. Remington Huggins, Esq.

Georgia Bar No.: 348736

Michael D. Turner, Esq.

Georgia Bar No.: 216414

*Attorneys for the Plaintiff*

110 Norcross Street  
Roswell, GA 30075  
(o) (770) 913-6229  
(e) [remington@lawhuggins.com](mailto:remington@lawhuggins.com)  
(e) [mdturner@lawhuggins.com](mailto:mdturner@lawhuggins.com)

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# **EXHIBIT A**





# **SELECTIVE**

## **INSURANCE®**

**POLICY DOCUMENT**

**S 2425406**

**INSURED'S COPY**



**INSURED'S COPY**



**POLICY  
SCHEDULE**SELECTIVE INSURANCE  
BRANCHVILLE, NEW JERSEY 07890

ISSUE DATE: 09/13/2024

Policy No <b>S 2425406</b>	Issued To <b>RENOVATION CHURCH OF ATLANTA, INC. DBA. RENOVATI</b>	
Period <b>09/30/2024 09/30/2025</b>	Transaction Type <b>RENEWAL</b>	Agent Number <b>00-37124-00000</b>
Billing Type <b>DIRECT BILL</b>	Transaction Eff. Date <b>09/30/2024</b>	Number of Remaining Installments <b>04</b>

BILL ACCOUNT: 896 509 934

**PAYMENT WILL BE BILLED AS FOLLOWS:**

	SCHEDULED BILL DATE	SCHEDULED DUE DATE	PREMIUM AMOUNTS
01.	10/10/2024	10/30/2024	8,984.00
02.	12/10/2024	12/30/2024	8,984.00
03.	03/10/2025	03/30/2025	8,984.00
04.	06/10/2025	06/30/2025	8,981.00
		<b>TOTAL</b>	<b>\$35,933.00</b>

**THIS IS NOT A BILL.**

Your bill will be sent under separate cover. This is a Payment Schedule of your policy premium due based on your selected installment plan. Changes made to the policy premium after the issue date listed above, will be reflected on future bills.

An installment fee of \$8.00 may be added to each installment bill. Policies not paid by the installment due date are subject to a late fee of \$30.00 for each late payment. An insufficient fund fee of \$30.00 will be charged for payments returned by your financial institution.

A reinstatement fee may be incurred when a policy is reinstated after a non-pay cancellation is processed. Fee amounts are generally \$35 for commercial line policies and will appear on the next bill.



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MISC-1591 (02/16)

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## **IMPORTANT NOTICE ABOUT YOUR PAYMENT PLAN AND LATE PAYMENTS UNDER YOUR PAYMENT PLAN:**

If you have selected a payment plan option to pay for Your policy or policies with Us, we will send You a bill or email notification when premium is due. Bills will show (1) the billed minimum amount due on Your account for that month, and (2) the total balance due on Your account, including late and installment fees, if any have been charged. On or before the due date We specify in Your bill, You will be required to pay Us the total billed minimum amount shown in order to stay current in your payments due to Us (excluding any policy or policies that are pending cancellation).

Any time a payment is late and You fall behind on the amount that is owed to Us for the policy premium, we will issue a policy cancellation notice for failure to pay the premium, and we may charge you a late fee. For the first two times you fall behind, if You pay the total amount due before the cancellation effective date indicated in the notice, the policy or policies will remain in effect. If, however, We issue a third cancellation notice for nonpayment of premium, We will accelerate the remaining payments due under the payment plan and require You to pay **the full outstanding policy premium (not just the total billed minimum amount in the most recent bill) on or before the cancellation effective date.** If You do not pay the full outstanding balance on or before the cancellation effective date, We will cancel Your policy. If Your policy or policies are cancelled or expired, Your enrollment in an electronic payment option will continue, despite the fact that the policy(s) have been cancelled with Selective and may remain in effect until such time as any payment for any earned premiums, audit balances or other amounts related to your account are settled. If more than one policy is subject to a payment plan, We will apply partial payments proportionately to the billed minimum amount for each policy. Any policy that is not paid in full after this allocation will be subject to cancellation for nonpayment of premium, as provided in the policy.

Selective Insurance  
Main Administrative Offices  
40 Wantage Avenue Branchville  
New Jersey 07890  
(973) 948-3000

"Selective Insurance" refers to the following affiliated insurers:

Selective Insurance Company of America, Selective Way Insurance Company, Selective Insurance Company of South Carolina, Selective Insurance Company of the Southeast, Selective Insurance Company of New York, Selective Insurance Company of New England, Selective Casualty Insurance Company, Selective Fire and Casualty Insurance Company, and Selective Auto Insurance Company of New Jersey. The declarations page of your policy identifies the insurance carrier that issued your "Selective Insurance" policy.

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# **Facts Regarding Premium Audits**

## **To Our Policyholder:**

Your policy has been issued with an estimated premium. At the expiration of the policy, either a company representative (Premium Auditor) will contact you or you will receive a written request for information. In either case, the information you provide will be used to determine the final premium under the policy. **Please note that only those policies containing one or more class codes that are rated on an auditable premium basis (such as payroll, receipts/sales, total cost or admissions), are subject to a premium audit.**

**Insurance Costs** can be minimized by proper record keeping. Frequently exposures can be assigned to lower rated classifications provided this information is obtainable using **your records**. During the final audit, the Premium Auditor will work with you towards this goal of helping you to minimize your insurance costs.

## **For Businesses Other Than Contractors:**

1. The basis of premium used to determine your policy premium may be payroll, receipts or sales, total cost or admissions. These are defined as follows:

### **A. Payroll:**

The total remuneration for services rendered by an employee includes (a) lodging, (b) bonuses, (c) commissions, (d) vacation, holiday, & sick days, (e) standard overtime. Under the General Liability Coverage, payroll does not include (a) payroll of clerical employees (b) salesmen who are away from the premises (c) drivers. Remuneration excludes tips.

### **B. Receipts/Sales:**

The gross amount of money charged for goods or products sold, operations performed, rentals, and dues or fees.

### **C. Total cost**

Total cost of all work let or sublet in connection with each specific project including (a) cost of all labor materials & equipment (b) all fees, bonuses & commissions.

This flier provides only a general overview of premium audit procedures. It is not intended to describe specific coverages afforded by any insurance policy.

We recommend that you examine, in detail, any policy offered to you.

For more information, contact your local Selective agent.

## **D. Admissions:**

The total number of persons, other than employees, admitted to the event insured or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

2. In the event commissions or monies are paid to persons you consider to be independent contractors, i.e., Real Estate Salesmen, Insurance Salesmen, Restaurant and/or Nite Club Entertainers, Taxi-Cab operators and others in this category, **please inform your agent immediately.**
3. If you are an Executive Officer and covered under the policy, there may be a payroll or salary limitation. There also is a minimum amount to be charged should you not draw a salary, or draw less than this minimum.

## **Considerations For Contractors**

1. Most Workers' Compensation Laws provide that the General or Principal Contractor shall be responsible for the workers' compensation insurance to employees of sub-contractors, except for any subcontractors who have insured their compensation obligation and have furnished to the contractor satisfactory evidence of such insurance. Satisfactory evidence is a "Certificate of Insurance" with dates corresponding to the time worked for the contractor. These should be retained to show the Premium Auditor.
2. The manual rules permit division of payroll for each separate and distinct operation provided separate records of payroll are maintained and the division is not contrary to classification restrictions.  
Note: This rule is very important since those operations which can be classified using this rule, can be used only when separate records of payroll are maintained. Without the proper record keeping, the highest rated classification applying to the job will be used.
3. General Liability-Drivers' payroll is to be excluded in computing premiums for this coverage. For the purposes of this rule, Mobile Equipment Operators are not considered in this category, i.e., their payroll is included and assigned to the classification in which they are engaged.
4. Products and Completed Operations Coverage under General Liability-Mechanical Contractors, i.e., Air Conditioning, Heating, Plumbing and Refrigeration, can minimize their insurance premium costs by keeping separate records on the outright sale and/or cost of units and equipment (for plumbing-appliances and fixtures). Again, one can see the importance of record keeping.

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## IMPORTANT NOTICE REGARDING AGENT COMPENSATION

We sell our insurance products and services through appointed independent insurance agencies and agents ("Agent" or "Agents"). Because Agents also generally represent several of our competitors, our primary marketing strategy is to:

- Develop close relationships with each Agent by (i) soliciting their feedback on products and services, (ii) advising them concerning company developments, and (iii) investing significant time with them professionally and socially; and
- Develop with each Agent, and then carefully monitor, annual goals regarding (i) types and mix of risks placed with us, (ii) amounts of premium or numbers of policies placed with us, (iii) customer service levels, and (iv) profitability of business placed with us.

We pay Agents commissions and other consideration for business placed with us (and we do not authorize our Agents to receive other monies for our insurance). We seek to compensate our Agents fairly and in a way consistent with market practices.

Our Agent compensation programs may include one or more of the following depending on the Agent's overall business relationship with us:

- **Commission Payments.** We pay commission based on a percentage of the premium the policyholder pays. The amount of commission varies depending on policy type, state location of risk, and other factors.
- **Additional Commission Payments.** We may pay additional and varying percentages of premium for attainment of certain goals we set with the Agent, including:
  - **Profitability**, which we determine by comparing losses and expenses to premium;
  - **Volume**, which is the amount of premium written with us;
  - **Growth and Retention**, which we measure by comparing premium volume or number of policies for overall or specific types of policies; or
  - **Annual Plan Performance**, which we measure according to performance standards determined by us and the Agent.

In certain cases, an Agent may put additional commissions at risk and become obligated to pay us amounts if certain goals are not met.

- **Expense Reimbursement.** We may reimburse certain marketing and other expenses incurred for placing business with us.
- **Entertainment and Other Things of Value.** We may entertain or provide other things of value, including travel and gratuities, to Agents who we believe provide exceptional value to our policyholders and shareholders.
- **Business Production Incentive Programs.** We may provide Agents or their employees opportunities to receive additional compensation (cash or contest prizes) for certain activities or tasks, such as placing specific types of policies with us or inputting data through one of our technology systems.

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- **Loss Control Agreements.** We may pay Agents a flat fee or a percentage of commission for safety and loss control surveys, inspections, accident or claim investigations.
- **Agent Stock Purchase Plan.** Certain of our Agents participate in a stock purchase plan that allows those Agents to purchase common stock in Selective Insurance Group, Inc. at a 10% discount to market and requires those agents to hold the stock for at least one year before they can transfer it.

As supporters of the independent insurance agency distribution system, we may provide Agents from time-to-time with tools and programs designed to preserve and strengthen the independent agency distribution system, including assistance with producer recruitment and/or training, loans, or loan guarantees. These tools and programs, which may be experimental, are provided to assist our Agents in the perpetuation of robust independent insurance agencies and are not conditioned on the imposition of extraordinary current or future production conditions.

We also distribute our insurance products to a limited extent through select insurance brokers which we compensate with some of the same compensation tools we use for Agents. If you have engaged a broker to place insurance with us, please ask the broker if any of the above described compensation arrangements are in effect with us.

Please direct questions regarding specific compensation to your Agent.



## IMPORTANT NOTICE TO POLICYHOLDERS EQUIPMENT BREAKDOWN COVERAGE JURISDICTIONAL INSPECTION SERVICE

This notice is an advisory notice and is not a part of your policy. For complete information on all coverages, terms, conditions and exclusions, please review your policy. If there is any conflict between your policy and this notice, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

This Selective Insurance policy includes equipment breakdown coverage. The Hartford Steam Boiler Inspection and Insurance Company (HSB) is an equipment specialist working with Selective Insurance to provide equipment related inspection services. Our combined goal is to provide the highest quality insurance program and services that will help you protect your equipment and your business.

There may be laws or regulations in your city, county or state that require periodic boiler inspections. The scope of the laws may also include air conditioning systems, refrigeration systems and pressure vessels. Most Jurisdictional Authorities charge a fee for both the inspection and the certificate. HSB will perform the inspection for you at no cost as an integral part of your insurance program. The certificate fee or any fine levied by the Jurisdiction for not complying with the laws or regulations, is not a part of this service.

If you answer yes to any of the following questions, you may require a certificate inspection. Contact the HSB Inspection Hotline and the customer service representative will assist you.

- Does my location contain any heating or process boilers?
- Does my location have any large hot water heaters (200,000+ btu/hr)?
- Does my location contain any pressure vessels (air tanks, hot water storage tanks)?
- Does my location have a central air conditioning system?

### HSB INSPECTION HOTLINE

**Telephone:** 1-800-333-4677  
**Fax:** 1-484-582-1811  
**E-mail:** [NSCINSP\\_HOTLINE@hsb.com](mailto:NSCINSP_HOTLINE@hsb.com)

**Please provide the following information:**

- Policy Number
- Insured Name
- Location Name and Address
- Contact Name and Phone Number

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## GEORGIA UNINSURED MOTORISTS COVERAGE NOTICE ACKNOWLEDGMENT

Applicant/Named Insured:
Company:
Policy Number:
Policy Effective Date:

The Rules and Regulations of the State of Georgia require that we provide you with notice containing the following information:

If you have chosen to accept Uninsured Motorists coverage from your automobile insurance company, and have any questions after reading this statement regarding Uninsured Motorists coverage or the amount of coverage you have selected, your agent or company representative will be able to assist you. You should have chosen the amount of Uninsured Motorists coverage you want based on this question: If I get hit by someone with little or no liability insurance, how much protection do I need to cover the cost associated with car repair, medical bills, other expenses, and lost wages? If the person who hits your automobile has no liability coverage or liability coverage equal to or less than the Uninsured Motorists amount you chose, your total automobile insurance recovery (from all companies involved) may not exceed the amount of Uninsured Motorists coverage you chose.

The purpose of this notice is informational. This notice does not change or replace the wording in your policy.

Please sign below to confirm that we have provided you with notice containing the above information.

_____ <b>Signature Of Applicant/Named Insured</b>	_____ <b>Date Signed</b>
------------------------------------------------------	-----------------------------

  
**S E L E C T I V E**  
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## PRAESIDIUM

### WHAT YOU DON'T KNOW CAN HURT THOSE IN YOUR CARE AND YOUR ORGANIZATION.

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and the organization's reputation, financial stability, and trust within the community. Who you should screen can depend on many factors, such as if the person is a new full-time hire, a season hire, or even a current employee. In determining the types of checks to utilize, organizations should follow all state, federal, and licensing regulations and consider an individual's level of access. Level of access may be influenced by:

### WHO IS PRAESIDIUM?

Praesidium is the national leader in abuse risk management. With more than two decades of experience, and serving thousands of clients, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research. We know how abuse happens in organizations . . . and how to prevent it.

- **Frequency:** How frequently does the individual work around or interact with consumers? Is it a one-time event or every day?
- **Duration:** What is the duration of the individual's interactions? Is it a one-time, one-hour event or an entire summer?
- **Level of Supervision:** Are the individual's interactions always supervised by another adult or are they one-on-one with consumers?
- **Nature of the Relationship:** What is the nature of the relationship between the individual and the consumers in the program? Does the individual merely supervise an area during an event that has consumers, or are they getting to know individual consumers and families while counseling, tutoring, or providing personal care services?

**Selective Insurance has partnered with Praesidium to offer you discounted background screening services for your organization.**

### FOUR ELEMENTS FOR A THOROUGH BUT COST-EFFECTIVE BACKGROUND CHECK:

- **Check Facts:** Aliases, DOBs, and address history all drive research and help to paint a complete picture.
- **Search Wide:** Multi State criminal and national sex offender databases will identify the unexpected.
- **Search Deep:** Targeted county level searches will give real-time information where records are most likely to be found.
- **Ask Questions:** References can provide insights on behavior and clues to non-criminal boundary issues.

### WHO SHOULD YOU SCREEN, AND HOW OFTEN?

- **New Hires/Volunteers:** A thorough, consistently applied background screening process at the time of hire is your first and best opportunity to identify the problem.
- **Seasonal Hires/Volunteers:** Seasonal staff present a unique risk because you don't see them for months at a time, but it's often not practical to complete a full new hire process each season. An annual check-in plan is key.
- **Re-Screening:** Conducting targeted checks on your full-time employees at least every 3 years helps you identify issues before they impact your organization.

For more information go to: [selective.com/praesidium](https://selective.com/praesidium) - (800.743.6354) - [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)  
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.



**BACKGROUND SCREENING FOR SELECTIVE INSURED**

Praesidium offers a selection of background screening packages plus a la carte services to empower your organization to conduct right-sized research. Praesidium's team can help contextualize the screening process as part of an overall culture of safety and discuss how screening works in hand with other abuse prevention efforts. Praesidium's team can also help you understand who to screen, how often, and the importance of re-screening.

In addition to Background Screenings - you can now access Praesidium Academy to add further training on abuse prevention. Praesidium Academy online training includes supporting tools that enhance both the short and long-term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior. Access to this system is free to Selective insureds.

	LOW ACCESS VOLUNTEERS	HIGH ACCESS VOLUNTEERS	EMPLOYEES	FINANCIAL ACCESS	ALA CARTE
	STARTING AT \$16	STARTING AT \$16	STARTING AT \$16	STARTING AT \$37	INDIVIDUAL COST PER SERVICE
Employment Credit (\$60 one-time set up fee required)				X	\$10.00
Confidence Multi State Criminal and Sex Offender Database w/Alias**	X	X	X	X	\$ 9.00
7 Yr County Criminal Records Search: Current County of Residence*	X	X	X	X	\$ 7.00
Add'l Counties Added As Needed Based on 7 yr Address History*		X	X	X	\$ 5.50
County Civil Records Search (upper):1 County*				X	\$11.00
Motor Vehicle Records Search*					\$ 5.00
Employment Verification: 1 Position*					\$ 8.00
Education Verification: 1 Degree*					\$ 7.00
Personal Reference: 1 Reference					\$11.00
Professional Reference: 1 Reference					\$12.00
International Criminal Search 1 Jurisdiction*					\$50.00
Social Media Search: Basic (3 Years)					\$ 7.50
Social Media Search: Pro (7 Years)					\$12.50

\* 3rd Party keeper fees may apply and will be passed on at cost when incurred.

\*\* Criminal records found in the Multi State database check are subject to verification at the source and additional costs may apply.

For more information go to: [selective.com/praesidium](https://selective.com/praesidium) - (800.743.6354) - [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)

In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

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BE UNIQUELY INSURED®

## **IMPORTANT NOTICE TO POLICYHOLDERS**

### **COMMERCIAL PROPERTY INSURANCE TO VALUE**

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

#### **REGARDING BUILDING INSURANCE TO VALUE**

The replacement cost for building(s) insured on this policy is an estimated replacement cost based on general information about your building(s). It is developed from models that use estimated cost of construction materials and estimated labor rates for like buildings in the area. The actual cost to replace your building(s) may be significantly different. Selective Insurance does not guarantee that this figure will represent the actual cost to replace your building(s). You are responsible for selecting the appropriate amount of coverage and you may obtain your own insurance replacement cost appraisal. Additional information you obtain on the replacement cost of your building(s) can further assist you in making a more informed decision about the true value of your building(s). Selective Insurance will consider and accept, if reasonable, your appraisal. Any higher coverage amounts selected will result in higher premiums. You may contact your insurance agent to assist you in obtaining your own insurance replacement cost appraisal or contact one of the numerous companies providing insurance replacement cost appraisals for commercial buildings.

#### **REGARDING BUSINESS PERSONAL PROPERTY INSURANCE TO VALUE**

The replacement cost for your Business Personal Property insured on this policy is based on values provided by you. You are responsible for selecting the appropriate amount of coverage to ensure adequate replacement cost values.

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## NOTICE TO POLICYHOLDERS POTENTIAL RESTRICTIONS OF TERRORISM COVERAGE WHEN TERRORISM COVERAGE IS ACCEPTED

This Notice has been prepared in conjunction with the **POTENTIAL** implementation of changes related to coverage of terrorism under your policy.

The Terrorism Risk Insurance Act established a program (Terrorism Risk Insurance Program) within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. That Program is subject to a termination date of December 31, 2014 unless extended by the federal government. If the federal Program terminates, or is extended with certain changes prior to or during the term of your policy, then the treatment of terrorism under your policy will change. This Notice is being provided to you for the purpose of summarizing potential impact on your coverage. The summary is a brief synopsis of significant exclusionary provisions and limitations.

This Notice does **not** form a part of your insurance contract. The Notice is designed to alert you to coverage restrictions and to other provisions in certain terrorism endorsement(s) in this policy. If there is any conflict between this Notice and the policy (including its endorsements), the provisions of the policy (including its endorsements) apply.

Carefully read your policy, including the endorsements attached to your policy.

### **YOUR POLICY DURING TENURE OF THE TERRORISM RISK INSURANCE PROGRAM AS THAT PROGRAM EXISTS PURSUANT TO THE TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT OF 2007 :**

Except as described below, this policy does not contain a terrorism exclusion. However, the policy contains an endorsement under which coverage for "certified acts of terrorism" (which is more fully defined in the endorsement but involves an act of terrorism certified by the federal government to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act) is subject to a limit on our liability pursuant to the federal Terrorism Risk Insurance Act. Further, the absence of a terrorism exclusion does not create coverage for any loss that would otherwise be excluded under the policy, such as losses excluded by the nuclear hazard or war exclusions.

### **POTENTIAL CHANGE TO YOUR POLICY:**

**Endorsement IL 09 95 is attached to your policy. Its provisions become applicable to your policy only if certain events (one or more of them) occur. Those events include the following:**

- If the federal Terrorism Risk Insurance Program (TRIP) terminates with respect to the type of insurance provided under this policy. (TRIP is/was scheduled to terminate at the end of December 31, 2014 unless extended by the federal government.); or
- If TRIP is extended with changes that redefine terrorism, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other events or occurrences under this policy, and we are not required to make such revised coverage available to you; or
- If TRIP is extended with changes that increase insurers' statutory percentage deductible under TRIP for terrorism losses, or decrease the federal government's statutory percentage share in potential terrorism losses, and we are not required to make terrorism coverage available to you. Our deductible is 20% of the total of our previous year's direct earned premiums. The government's share is 85% of the terrorism losses paid by us above the deductible.

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**Endorsement IL 09 95 treats terrorism as follows:**

Coverage for loss or damage arising out of a terrorism incident is excluded only if:

- The total of all insured damage to all types of property (including business interruption losses sustained by owners or occupants of damaged property), from the incident, exceeds \$25 million. The \$25 million property damage threshold is based on losses sustained by all persons and entities who are affected by an incident of terrorism, and who are insured for the damage, or who would be insured but for a terrorism exclusion. To determine whether the threshold for property damage (\$25 million) is exceeded, multiple incidents of terrorism which occur within a seventy-two hour period and appear to be linked together or have a related purpose or common leadership behind them shall be considered to be one incident of terrorism; or
- The terrorism event involves nuclear materials or results in nuclear reaction or radiation or radioactive contamination; or
- The terrorism event involves the release of radioactive material, and it appears that one purpose of the terrorism was to release such material; or
- The terrorism event is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- The terrorism event involves the release of pathogenic or poisonous biological or chemical materials, and it appears that one purpose of the terrorism was to release such materials.

The Exception Covering Certain Fire Losses applies only in certain states. If the exception applies in any states under your policy, that is indicated in the Schedule of the terrorism endorsement. If the Exception applies, the Schedule indicates the affected types of insurance in affected states. When the Exception applies, the exclusion of terrorism does not apply to direct loss or damage by fire to Covered Property, with respect to affected types of insurance in affected states.

**See the definition of terrorism for purposes of the terrorism exclusion.**

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## POLICYHOLDER DISCLOSURE NOTICE OFFER OF TERRORISM INSURANCE COVERAGE AND REJECTION FORM — EFFECTIVE UNTIL REVOKED

### Offer of Coverage:

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism", as defined in Section 102(1) of the Act. The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an "act of terrorism"; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**You may accept or reject insurance coverage for losses resulting from certified "acts of terrorism".**

- If you accept this offer of coverage simply pay your billed premium, which includes the amount shown below. You do not need to do anything else.
- If you would like to reject this coverage, please see the section of this form entitled Rejection of Terrorism Insurance Coverage and follow the instructions. Even if you reject this coverage, state law prohibits us from excluding fire losses resulting from an "act of terrorism". Therefore, the terrorism exclusion we place on your policy will contain an exception for fire losses resulting from an "act of terrorism". The additional premium for such fire losses resulting from an "act of terrorism" is shown below. **Please note that if you reject coverage for losses resulting from certified "acts of terrorism", we will not provide coverage on renewals of this policy unless you ask us for coverage in the manner set forth in our "Offer of Terrorism Insurance Coverage When Terrorism Insurance Coverage Was Previously Rejected" form, which will be attached to renewals of this policy.**

### Disclosure of Premium:

The portion of your annual premium that is attributable to coverage for "acts of terrorism" is \$901.00 and does not include any charges for the portion of loss that may be covered by the federal government under the Act.

The premium for terrorism (fire only) coverage is \$328.00 and is due regardless of whether you reject coverage for certified "acts of terrorism".

Please be aware that even if you purchase coverage for losses resulting from certified "acts of terrorism", your policy will still contain other policy terms, conditions, limitations and exclusions that may impact whether coverage is available in the event of a loss resulting from a certified "act of terrorism".

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**Federal Participation in Payment of Terrorism Losses :**

You should know that where coverage is provided by this policy for losses resulting from certified "acts of terrorism", such losses may be partially reimbursed by the United States Government under a formula established by federal law. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

**Cap on Insurer Participation in Payment of Terrorism Losses :**

You should also know that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits United States Government reimbursement as well as insurers' liability for losses resulting from certified "acts of terrorism" when the amount of such losses in any one calendar year exceeds \$100 billion. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced..

**Rejection of Terrorism Insurance Coverage :**

You may reject this offer of coverage by checking the box, filling in the information below, signing and returning this form to your agent. If you choose to reject this offer of coverage, we will add an exclusionary endorsement to your policy to eliminate coverage for losses resulting from certified "acts of terrorism".

**Rejection of Coverage - Effective Until Revoked**
☐

I HAVE READ THIS FORM IN ITS ENTIRETY AND DO NOT WANT TO PURCHASE COVERAGE FOR CERTIFIED "ACTS OF TERRORISM". I UNDERSTAND THAT THIS REJECTION IS EFFECTIVE UNTIL I AFFIRMATIVELY REVOKE IT IN THE MANNER SET FORTH IN SELECTIVE'S "OFFER OF TERRORISM INSURANCE COVERAGE WHEN TERRORISM INSURANCE COVERAGE WAS PREVIOUSLY REJECTED" FORM, AND THAT IF I SIGN THIS FORM THIS POLICY AND ANY RENEWALS WILL EXCLUDE COVERAGE FOR LOSSES RESULTING FROM CERTIFIED "ACTS OF TERRORISM".

SELECTIVE WAY INSURANCE COMPANY

Policyholder/Applicant's Signature

Insurance Company

S 2425406

Print Name

Policy or Quote Number

Title

Date

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## NOTICE TO RENEWING POLICYHOLDERS CUSTOMER NOTICE ABOUT POLICY DELIVERY & PRINTING

Selective provides you with the choice of receiving your insurance policy documents in printed form or digital form.

You can request delivery of your policy in digital format at any time - simply contact your independent agent. (To comply with state insurance regulations, Selective asks for your consent prior to delivering your policy in digital format.)

We want to make your customer experience as convenient as possible, while being good stewards of costs and the environment. When you renew your policy with Selective:

1. We do not print certain forms previously provided to you. Typically, these include:
  - a. Policy forms that do not include your specific customer information.
  - b. Policy forms with your information that have not been revised.
2. We do print new forms, forms that have changed, and forms that have your specific policy information.

For your convenience, a complete copy of your policy including all forms is always available to you online through Selective's Customer Self-Service portal. You can view your policy information at any time - 24 hours a day, 7 days a week. You can sign up and log in by visiting [selective.com](https://selective.com) and following the login process.

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## Take Advantage of the Breach Solutions Portal

As a Cyber Liability and Data Breach Response Coverage policyholder, you have access to [www.breachsolutions.com](http://www.breachsolutions.com), a proprietary risk management portal that provides educational and loss control information relating to compliance with applicable laws, safeguarding information, preparing to respond to breach incidents and best practices.

### Key Features of the Breach Solutions® Portal

Once registered, you will have unlimited access to the following resources on data security, privacy and data breaches:

#### Federal and State Compliance

- Summaries of federal & state laws
- Updates to statutes & regulations
- Sample forms, agreements, policies and procedures

#### Pre Breach Training

- Industry specific courses
- Awareness bulletins and posters for supervisors and staff
- Webinars for compliance staff
- Best Practices training modules

#### Pre Breach Risk Reduction

- Risk assessments
- Incident response preparation and test plans
- Data security best practices

#### Register Now

To access the Breach Solutions portal you need to register and set up your unique username (e-mail address) and Password. It's easy, just follow these steps:

1. Go to [www.breachsolutions.com](http://www.breachsolutions.com)
2. Click on 'Click here to register'.
3. Enter access code: ABC456.
4. Enter your Selective Policy number.
5. Complete the remaining information.
6. Create unique password.
7. Click 'Register'.
8. You will receive a confirmation e-mail asking you to validate your registration. If you do not receive this e-mail, please check your spam or junk mail.
9. Once you validate your registration, you can log onto the site with your username and password.

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This notice describes access to an unaffiliated third-party service available to you. Selective Insurance Company of America and its affiliates does not control, review or endorse the information or services provided by Breach Solutions, which you use at your own risk. This notice is not part of your policy and neither the information contained in this notice nor on the Breach Solutions portal modifies your policy's coverage. Copyright, 2019 Selective Insurance Company of America. All rights reserved.



## POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE — CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

This Disclosure Notice supplements, as applicable, the "Policyholder Disclosure Notice Offer of Terrorism Insurance Coverage and Rejection Form - Effective Until Revoked" or the "Policyholder Disclosure Notice Offer of Terrorism Insurance Coverage When Terrorism Insurance Coverage was Previously Rejected".

With respect to the Cyber Liability and Data Breach Response Coverage Part only, you are hereby notified that under the Terrorism Risk Insurance Act of 2002, as amended ("TRIA"), insurance coverage provided by this Policy includes, **at no additional charge**, losses arising out of acts of terrorism, **as defined in Section 102(1) of the Act, as amended**: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Any coverage you purchase for "acts of terrorism" shall expire at 12:00 midnight December 31, 2027, the date on which the TRIA Program is scheduled to terminate, or the expiry date of the policy whichever occurs first, and shall not cover any losses or events which arise after the earlier of these dates.

YOU SHOULD KNOW THAT COVERAGE PROVIDED BY THIS POLICY FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THIS FORMULA, THE UNITED STATES PAYS 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURER(S) PROVIDING THE COVERAGE. YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A USD100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS USD100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED USD100 BILLION, YOUR COVERAGE MAY BE REDUCED.

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## CYBER LIABILITY CLAIMS REFERENCE

### IN CASE OF CLAIM — FOLLOW THESE INSTRUCTIONS

#### IF NOTICE OF SUIT OR INCIDENT IS RECEIVED:

- Do **NOT** assume or admit responsibility
- Document your file with reports of all employees'/officers' involvement
- Make **NO** statement to anyone except your legal counsel or insurance company representative.

#### IMMEDIATELY REPORT ALL SUMMONS AND CLAIMS TO:

cyberclaims@selective.com

AND/OR

YOUR LOCAL SELECTIVE INSURANCE AGENT

OR

SELECTIVE SERVICE CENTER

P. O. Box 13325

RICHMOND, VA

TELEPHONE NUMBER 1-866-455-9969

#### BE PREPARED TO INCLUDE WITH YOUR REPORT:

- Your policy number
- Insured Name
- Insured Address
- Name, phone number and e-mail address of individual to be contacted
- Description of the incident.

#### OTHER INFORMATION THAT WILL BE NEEDED FOR CLAIMS HANDLING:

- Are you reporting an actual or suspected breach incident?
- Description of the nature of the breach incident:
  - When did the breach incident occur?
  - In what city and state did the breach incident occur?
  - When did you or your organization first discover that the breach incident occurred?
  - What type of personal or confidential information is potentially implicated by the breach incident?
  - How many individuals do you suspect are affected by the breach incident?
  - If any electronic devices were involved in the breach incident, were they encrypted?

SELECTIVE GROUP OF INSURANCE COMPANIES

40 WANTAGE AVENUE

BRANCHVILLE, NJ 07890

TELEPHONE NUMBER (800)-777-9656

KEEP THIS FORM WITH YOUR POLICY



## PRAESIDIUM

### PREVENTING ABUSE TOGETHER

#### PRAESIDIUM'S MISSION:

**TO HELP YOU PROTECT THOSE IN YOUR CARE FROM ABUSE AND TO HELP PRESERVE TRUST IN YOUR ORGANIZATION.**

An incident of abuse can be detrimental to an organization. That's why Selective Insurance has partnered with Praesidium to provide policy holders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

**Selective insureds can access (at no additional cost):**

Praesidium Model Policies, Screening and Selection Toolkit, and Praesidium Academy online training. Insureds can also take advantage of discounted Background Screening services.

#### WHO IS PRAESIDIUM?

Praesidium is a mission driven risk management firm that helps organizations reduce the risk of sexual abuse as well as the risk of false allegations. With over 25 years of experience and serving thousands of clients in the United States and 11 other countries, our dedicated team of researchers, psychologists, attorneys, social workers, and human resource professionals have analyzed thousands of cases of abuse in organizations and synthesized the latest scientific research.

We know how abuse happens in organizations and more importantly, how to prevent it.

#### PRAESIDIUM'S SCIENTIFIC METHODOLOGY

Using current research and root cause analysis, Praesidium developed its own abuse risk management model. The Praesidium Safety Equation® Root-cause analysis of several thousand incidents of abuse across industries demonstrated that risks fell into eight organizational operations: Policies, Screening and Selection, Training, Monitoring and Supervision, Internal Feedback Systems, Consumer Participation, Responding, and Administrative Practices. By implementing best practices in each of these operations, Praesidium determined that risks could be reduced or eliminated.

Policies +	Screening & Selection	+ Training
Monitoring & Supervision +	Internal Feedback Systems	Consumer +Participation
Responding +	Administrative Practices	= A SAFE ENVIRONMENT

For more information go to: [selective.com/praesidium](https://selective.com/praesidium) — 800.743.6354 — [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)  
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.

## PRAESIDIUM

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### FEATURED SERVICES

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#### Products and services offered to Selective Insureds:

- **MODEL POLICIES**

Clear policies set the stage for safe environments by defining acceptable and unacceptable employee and volunteer conduct. Policies also facilitate effective monitoring and supervision by helping others to recognize and take action when they see policy violations. Praesidium can provide model policies, review and revise existing policies, or help your organization draft policies that address the protection of your consumers.

- **SCREENING AND SELECTION TOOLKIT**

The most comprehensive package of its kind, Praesidium's Screening and Selection Tool Kit comes complete with everything your organization needs to effectively screen employees and caregivers, including more than 80 "red flag" indicators for identifying high-risk applicants and hundreds of examples of high- and low-risk applicant responses.

- **PRAESIDIUM ACADEMY LEARN TO PROTECT SYSTEM**

Praesidium Academy overcomes the limitations of traditional online training by including, an Action Plan to help learners apply what they're learning, a Discussion Guide to be used in a group setting, and a Coaching Playbook for supervisors, with each course. Your staff and volunteers get just the right training – at just the right time! And our on-site instructor-led and train-the-trainer training is perfect for large groups or specialized content.

- **DISCOUNTED BACKGROUND SCREENING**

Adopting a solid screening and selection process is your first line of defense in creating a safe environment. A thorough, consistent screening process may also discourage would-be offenders from targeting your organization. Failure to discover a known offender can affect those in your care and your organization's reputation, financial stability and trust within the community. Praesidium offers several standard and customizable criminal background screening packages plus other a la carte background screening services.

Sign up for our  
complimentary tip of the month emails by going to:  
<http://bit.ly/2MQeLqq>

For more information go to: [selective.com/praesidium](http://selective.com/praesidium) – 800.743.6354 – [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com)  
In order to receive this exclusive benefit please identify yourself as a Selective Insurance agent or insured.



## PRAESIDIUM

### PROTECTING VULNERABLE POPULATIONS WITH TRAINING

#### PRAESIDIUM'S ACADEMY LEARN TO PROTECT SYSTEM

The Praesidium Academy Learn to Protect System is far more than a check-the-box collection of e-learning courses. Instead, it is a comprehensive system based on learning theory and best practices in adult learning. It helps build and sustain a culture of safety in your organization, and it helps meet the training requirements included in Praesidium's Safety Equation®, a scientifically-based framework for preventing abuse in organizations.

At the core of the Praesidium Academy Learn to Protect System is a continually expanding library of engaging courses, each with clearly defined outcomes. In fact, volunteers, employees, and executives from a diverse range of organizations have completed more than one million Praesidium Academy courses! Courses include research-based content, highly interactive multimedia activities, application scenarios, and a content mastery quiz.

The Praesidium Academy Learn to Protect System includes supporting tools that enhance both the short and long term effectiveness of the training experience and produce sustainable changes in employee and volunteer behavior.

Praesidium Academy can also be streamlined with our background screening services to provide a one-stop solution for both training and your screening prevention efforts. These screening services are available at a discount to Selective Insureds.

#### COMPLIMENTARY PRAESIDIUM ACADEMY ACCESS FOR SELECTIVE INSUREDS

Selective Insurance has partnered with Praesidium to provide policyholders access to targeted solutions to help your organization strengthen its abuse prevention efforts.

Selective insureds can access (at no additional cost) Praesidium's Model Policies, the Praesidium Screening and Selection Toolkit, and online training. Insureds can also take advantage of discounted Background Screening.

Visit [selective.com/praesidium](https://selective.com/praesidium) to access your complimentary Praesidium resources.

**Action Plans** are printed and used with the online course. Action Plans summarize the key learning points and prompt learners to take notes throughout the course. They provide a great reference after the course.

**Coaching Playbooks** provide supervisors a high-level summary of the course, including learning objectives and key learning points. The Coaching Playbooks give supervisors practical steps they can take to reinforce the learning.

**Discussion Guides** are developed for small group and classroom discussions. A facilitator is able to reinforce important content and remind learners of what they learned in the online course.

For more information go to: [selective.com/praesidium](https://selective.com/praesidium) — 800.743.6354 — [selective@praesidiuminc.com](mailto:selective@praesidiuminc.com) In order to receive this **EXCLUSIVE** benefit please identify yourself as a Selective Insurance agent or insured.

## IMPORTANT NOTICE TO POLICYHOLDERS

### Asbestos Exclusion IL 89 56

#### Broadenings, Reductions, and Clarifications in Coverage

Thank you for choosing Selective for your insurance needs. This notice is intended to help clarify your coverage, highlighting recent changes that include areas of broadening and/or reductions in coverage, to help keep you better informed. This notice does not reference every editorial change made in your policy.

**This notice is not part of your policy and does not IMPACT THE AVAILABILITY, OR NATURE OR SCOPE OF YOUR coverage. For complete information on all coverage, terms, conditions, LIMITATIONS and exclusions, please review your policy and its Declarations page CAREFULLY. If there is any conflict between your policy and this notice, the provisions of the policy will govern.**

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#### REDUCTIONS IN COVERAGE

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Asbestos Exclusion IL 89 56 has been revised to include the Commercial Inland Marine coverage part. As a result, all inland marine coverage being provided by this policy does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos" as defined in the exclusion. This is a reduction in coverage if any of your inland marine coverage has an asbestos exposure.

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## IMPORTANT NOTICE TO POLICYHOLDERS

### PUBLIC OR LIVERY PASSENGER CONVEYANCE, TRANSPORTATION NETWORK AND ON-DEMAND DELIVERY SERVICES EXCLUSION

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE DESCRIBES THE CHANGES TO THE COMMERCIAL UMBRELLA LIABILITY COVERAGE PART THAT MAY BE CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

Carefully read your policy, including the endorsements attached to your policy.

Coverage form **CXL 482 Public Or Livery Passenger Conveyance, Transportation Network And On-Demand Delivery Services Exclusion** is now included on the renewal of your Commercial Umbrella Liability Coverage.

#### REDUCTIONS IN COVERAGE

Form **CXL 482 Public Or Livery Passenger Conveyance, Transportation Network And On-Demand Delivery Services Exclusion** amends the **Commercial Umbrella Liability Coverage Form, CXL 4**, by excluding coverage for any "covered auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a "covered auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "covered auto"; or
- b. By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the "covered auto".

However, this exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.



**IMPORTANT NOTICE TO POLICYHOLDERS**  
**General Liability - Form Impacts Pertaining to Data Privacy**  
**Including Biometric Information, Perfluoroalkyl And Polyfluoroalkyl**  
**Substances (PFAS), Silica Or Silica-Related Dust, Abuse Or**  
**Molestation, Sexual Abuse Or Molestation, Human Trafficking and**  
**Tobacco, Nicotine Or Nicotine Replacement Products**

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

This notice is intended to provide information concerning the following endorsements. One or more of these endorsements may be attached to the below noted renewal policy(s) issued by us.

If the endorsement was not included on the expiring policy or if the prior edition of forms:

- CG 79 40, CG 79 41 or CG 79 42 (07 09 edition); or
- CG 73 04, CG 73 04NY (both 01 16 edition), CG 73 04FL (10 19 edition)

was attached to the expiring policy, *this may result in a reduction of coverage.*

**COMMERCIAL GENERAL LIABILITY COVERAGE PART:**

**PLEASE NOTE - The below form change applies in all states EXCEPT New York:**

- **Exclusion - Violation Of Law Addressing Data Privacy (Including Biometric Information)**  
- CG 80 64 09 23

**PLEASE NOTE - The below form changes apply in all states EXCEPT Vermont:**

- **Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) - CG 40 32 05 23**
- **Limited Coverage - Worksite Damages Form A - CG 79 40 09 23**
- **Limited Coverage - Worksite Damages Form B - CG 79 41 09 23**
- **Limited Coverage - Worksite Damages Form C - CG 79 42 09 23**
- **Silica Or Silica-Related Dust Exclusion - CG 21 96 03 05**

**PLEASE NOTE - The below form change applies in Indiana only:**

- **Indiana Changes - Amendment Of Definition Of Pollutant - CG 24 28 02 08**

**PLEASE NOTE - The below form changes apply to Government Entities, Water or Sewer Companies, or Emergency Services Organizations - Fire Companies and Ambulance Services in all states unless otherwise noted in the form:**

- **Emergency Services And Governmental ElitePac® General Liability Extension Endorsement**  
- CG 73 04 09 23 (CG 73 04NY 09 23 in New York, CG 73 04FL 09 23 in Florida, CG 73 04GA in Georgia)

**PLEASE NOTE - The below form change applies in all states to Gasoline Stations EXCEPT Vermont:**

- **Exclusion - Tobacco, Nicotine, Or Nicotine Replacement Products - CG 80 46 12 20**  
(CG 80 46NY 12 20 in NY)

**PLEASE NOTE - The below form changes apply to Hotels or Motels in all states EXCEPT Vermont:**

- **Exclusion - Human Trafficking - CG 80 65 11 23**
- **Abuse Or Molestation Liability Coverage Exclusion - CG 80 29 06 10**

**PLEASE NOTE - The below form change applies to Hotels or Motels in Vermont only:**

- **Sexual Abuse Or Molestation Liability Coverage Exclusion - CG 80 29VT 07 19**



**REDUCTIONS IN COVERAGE****Changes Related to exclusion of Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS):****The following form changes apply to Government Entities, Water or Sewer Companies, or Emergency Services Organizations — Fire Companies and Ambulance Services only:**

- The revised editions of form(s) **CG 73 04** (**CG 73 04NY** in New York, **CG 73 04FL** in Florida, **CG 73 04GA** in Georgia) are amended as follows:
  1. The definition of "emergency operations" clarifies that coverage for the use of Class B firefighting foam containing any "perfluoroalkyl or polyfluoroalkyl substances" are not contemplated unless such use meets all standards of any statute, ordinance, regulation or license requirement of any federal, state or local government.

**\*\*** The above paragraph in the revised edition of form **CG 73 04 09 23** states that it does not apply in Vermont.

**The following form changes DO NOT apply in Vermont:**

- When form **CG 40 32** is attached to the respective coverage part, loss is excluded for:
  1. The actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption discharge, dispersal, seepage, migration, release or escape of or presence of any "perfluoroalkyl or polyfluoroalkyl substances" as defined in the form and
  2. Any loss, cost or expense for the abating, testing for, monitor, cleaning up, removing, containing, treating, detoxifying, neutralizing, re-mediating or disposing of, or in any way responding to, or assessing the effects of "perfluoroalkyl or polyfluoroalkyl substances" by any insured or by any person or entity.
- The revised editions of form(s) **CG 79 40**, **CG 79 41** or **CG 79 42** are amended as follows:
  1. As pertains the scope of coverage provided by these endorsements, language was added to make clear that "pollutants" do not apply to any chemical or substance that qualifies as a "perfluoroalkyl or polyfluoroalkyl substance" as defined in the policy.

**The following form change applies in Indiana only:**

- While the edition of form **CG 24 28** remains the same, the Schedule has been updated to include: perfluoroalkyl and polyfluoroalkyl substances (PFAS), perfluoroalkyl acids (PFAA), perfluorooctanoic acid (PFOA) and its salts, perfluorooctane sulfonic acid (PFOS) and its salts, perfluoropolyethers (PFPE).

**The following form change DOES NOT apply in New York:****Changes Related to exclusion of Violation of Law Addressing Data Privacy (Including Biometric Information):**

- When form **CG 80 64** is attached, loss is excluded for:
  1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" as defined in the form or other nonpublic material or information, including but not limited to:

- a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
- b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

The above exclusion also includes the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

**Changes related to Silica Or Silica-Related Dust:**

**The following form change DOES NOT apply in Vermont:**

- When form **CG 21 96** is attached, loss is excluded for:
  1. Any actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption discharge, dispersal, seepage, migration, release or escape of or presence of "silica" or "silica -related dust" as they are defined in the form and
  2. Any loss, cost or expense for the abating, testing for, monitor, cleaning up, removing, containing, treating, detoxifying, neutralizing, re-mediating or disposing of, or in any way responding to, or assessing the effects of "silica" or "silica-related substances" by any insured or by any person or entity.

**Changes related to Tobacco, Nicotine Or Nicotine Replacement Products:**

**The following form change applies to Gasoline Stations, but DOES NOT apply in Vermont:**

- When form(s) **CG 80 46 (CG 80 46NY in NY)** is attached, loss is excluded for:  
 Liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation, ingestion, use, absorption, delivery, or consumption of, exposure to, existence or presence of or contact with any "tobacco, nicotine, or nicotine replacement products" used, handled, supplied, processed, altered, prepared, sold or manufactured by any insured or any other person or entity regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

**Changes related to Human Trafficking:**

**The following form change applies to Hotels and Motels, but DOES NOT apply in Vermont:**

- When form **CG 80 65** is attached, loss is excluded for:  
 Liability arising out of any direct or indirect involvement in any actual or alleged "human trafficking" as defined in the form or failure to protect against, prevent, investigate or report "human trafficking" as well as any conduct, acts or omissions in violation of the Trafficking Victims Protection Act of 2000 or any similar federal, state or local laws.

**Changes related to Abuse Or Molestation:**

**The following form change applies to Hotels and Motels, but DOES NOT apply in Vermont:**

- When form **CG 80 29** is attached, loss is excluded for bodily injury or property damage arising out of abuse or molestation acts described in the endorsement.

**Changes related to Sexual Abuse Or Molestation:**

**The following form change applies to Hotels and Motels in Vermont only:**

- When form **CG 80 29VT** is attached, loss is excluded for bodily injury or property damage arising out of sexual abuse or molestation acts described in the endorsement.



**IMPORTANT NOTICE TO POLICYHOLDERS****Umbrella Liability - Form Impacts Pertaining to Data Privacy Including Biometric Information, Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS), Silica Or Silica-Related Dust, Human Trafficking, Abuse Or Molestation, Sexual Abuse Or Molestation and Tobacco, Nicotine Or Nicotine Replacement Products**

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE CAREFULLY. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

This notice is intended to provide information concerning the following endorsements. The following endorsements may be attached to the below noted renewal policy(s) issued by us. If the endorsements were not included on the expiring policy, *this may result in a reduction of coverage.*

**COMMERCIAL UMBRELLA LIABILITY COVERAGE:**

**PLEASE NOTE - The below form change applies in all states EXCEPT New York:**

- **Exclusion - Violation Of Law Addressing Data Privacy (Including Biometric Information)**  
- CXL 519 09 23

**PLEASE NOTE - The below form changes apply in all states EXCEPT Vermont:**

- **Exclusion - Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS) - CXL 517 0923**
- **Silica Or Silica-Related Dust Exclusion - CXL 412 03 05 (CXL 412NY 03 05 in New York)**

**PLEASE NOTE - The below form change applies in all states to Gasoline Stations EXCEPT Vermont:**

- **Exclusion - Tobacco, Nicotine, Or Nicotine Replacement Products - CXL 471 12 20**  
(CXL 471NY 12 20 in NY)

**PLEASE NOTE - The below form changes apply to Hotels or Motels in all states EXCEPT Vermont:**

- **Exclusion - Human Trafficking - CXL 520 11 23**
- **Abuse Or Molestation Liability Coverage Exclusion - CXL 425 06 10 (CXL 425IL 06 10 in Illinois, CXL 425NY 06 10 in New York)**

**PLEASE NOTE - The below form change applies to Hotels or Motels in Vermont only:**

- **Sexual Abuse Or Molestation Liability Coverage Exclusion - CXL 425VT 07 19**

**REDUCTIONS IN COVERAGE****Changes Related to exclusion of Violation of Law Addressing Data Privacy (Including Biometric Information):**

**The following form change DOES NOT apply in New York:**

- When form **CXL 519** is attached, loss is excluded for:
  1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" as defined in the form or other nonpublic material or information, including but not limited to:

- a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or
  - 2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.
- The above exclusion also includes the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

**Changes Related to exclusion of Perfluoroalkyl And Polyfluoroalkyl Substances (PFAS):**

**The following form change DOES NOT apply in Vermont:**

- When form CXL 517 is attached, loss is excluded for:
  1. The actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption discharge, dispersal, seepage, migration, release or escape of or presence of any "perfluoroalkyl or polyfluoroalkyl substances" as defined in the form and
  2. Any loss, cost or expense for the abating, testing for, monitor, cleaning up, removing, containing, treating, detoxifying, neutralizing, re-mediating or disposing of, or in any way responding to, or assessing the effects of "perfluoroalkyl or polyfluoroalkyl substances" by any insured or by any person or entity.

**Changes related to Silica Or Silica-Related Dust:**

**The following form change DOES NOT apply in Vermont:**

- When form CXL 412 (CXL 412NY in NY) is attached, loss is excluded for:
  1. Any actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption discharge, dispersal, seepage, migration, release or escape of or presence of "silica" or "silica-related dust" as they are defined in the form and
  2. Any loss, cost or expense for the abating, testing for, monitor, cleaning up, removing, containing, treating, detoxifying, neutralizing, re-mediating or disposing of, or in any way responding to, or assessing the effects of "silica" or "silica-related substances" by any insured or by any person or entity.

**Changes related to Tobacco, Nicotine Or Nicotine Replacement Products:**

**The following form change applies to Gasoline Stations, but DOES NOT apply in Vermont:**

- When form CXL 471 (CXL 471NY in NY) is attached, loss is excluded for:  
 Liability arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation, ingestion, use, absorption, delivery, or consumption of, exposure to, existence or presence of or contact with any "tobacco, nicotine, or nicotine replacement products" used, handled, supplied, processed, altered, prepared, sold or manufactured by any insured or any other person or entity regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

**Changes related to Human Trafficking:**

**The following form change applies to Hotels and Motels, but DOES NOT apply in Vermont:**

- When form CXL 520 is attached, loss is excluded for:

Liability arising out of any direct or indirect involvement in any actual or alleged "human trafficking" as defined in the form or failure to protect against, prevent, investigate or report "human trafficking" as well as any conduct, acts or omissions in violation of the Trafficking Victims Protection Act of 2000 or any similar federal, state or local laws.

**Changes related to Abuse Or Molestation:**

**The following form change applies to Hotels and Motels, but DOES NOT apply in Vermont:**

- When form CXL 425 (CXL 425IL in Illinois, CXL 425NY in New York) is attached, loss is excluded for bodily injury or property damage arising out of abuse or molestation acts described in the endorsement.

**Changes related to Sexual Abuse Or Molestation:**

**The following form change applies to Hotels and Motels in Vermont only:**

- When form CXL 425VT is attached, loss is excluded for bodily injury or property damage arising out of sexual abuse or molestation acts described in the endorsement.

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# **IMPORTANT NOTICE TO POLICYHOLDERS**

## **COMMERCIAL UMBRELLA LIABILITY**

### **RACING OR STUNTING ACTIVITIES EXCLUSION**

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE DESCRIBES THE CHANGES TO THE COMMERCIAL UMBRELLA LIABILITY COVERAGE PART THAT MAY BE CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

Carefully read your policy, including the endorsements attached to your policy.

**CXL 65 Racing or Stunting Activities Exclusion** is included on the renewal of your Commercial Umbrella Liability Coverage and has been amended.

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#### **REDUCTIONS IN COVERAGE**

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Form **CXL 65 Racing or Stunting Activities Exclusion** amends the existing Racing or Stunting Activities Exclusion in **Commercial Umbrella Liability Coverage Form , CXL 4**, as follows:

1. The exclusion now applies to all specified operations regardless of whether they are prearranged or organized;
2. Driver skill racing training, racing school, race driving experience or racing adventure program activities are now also excluded;
3. Watercraft is now also excluded for the specified activities.

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**IMPORTANT NOTICE TO POLICYHOLDERS****Commercial Automobile Coverage Part  
Business Auto Coverage Form  
Auto Dealers Coverage Form****Broadenings, Reductions and Clarifications in Coverage**

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE DESCRIBES THE MAJOR CHANGES TO THE COMMERCIAL AUTOMOBILE COVERAGE FORM(S) AND/OR ENDORSEMENT(S) THAT MAY BE CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

Highlighted below are areas within the Policy that reduce, broaden or reinforce coverage. This notice does not reference every change, including editorial changes, made to your policy. Not every endorsement referenced below will necessarily apply to every policy.

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**BUSINESS AUTO COVERAGE FORM — CA 00 01  
AUTO DEALERS COVERAGE FORM — CA 00 25**


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**BROADENINGS IN COVERAGE**

Business Auto Coverage Form, **CA 00 01** and Auto Dealers Coverage Form, **CA 00 25** have generally been revised to:

- Provide that a maximum **Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible** applies to all loss in any one event caused by either the perils of theft, mischief or vandalism, or all perils. With respect to the Auto Dealers Coverage Form, this revision is newly added for autos not held for sale.
- Increase the amount for **Loss of Use** expenses under Physical Damage Coverage from \$20 per day/\$500 maximum to \$30 per day/\$900 maximum.
- Paragraph B.3. under Section I is introduced to generally provide that certain autos leased or rented for a continuous period of six months or more will be considered owned autos under the Policy. With this change, Paragraph B. has been newly titled, "Owned Autos".

Business Auto Coverage Form, **CA 00 01** has generally been revised to:

- Extend coverage for **towing and labor costs** under Physical Damage Coverage to include light or medium trucks.
- Provide updated **Physical Damage Comprehensive or Specified Causes Of Loss Coverage deductible** options applicable to either the perils of theft, mischief or vandalism, or all perils.
- Increase the amount for **Transportation Expenses** under Physical Damage Coverage from \$20 per day/\$600 maximum to \$30 per day/\$900 maximum.



## REDUCTIONS IN COVERAGE

### Business Auto Coverage Form, CA 00 01 and Auto Dealers Coverage Form, CA 00 25

- An **Unmanned Aircraft** exclusion has been added to Covered Autos Liability Coverage to reinforce that aircraft exposures are not contemplated under auto liability insurance.

### Auto Dealers Coverage Form, CA 00 25

- An **Access Or Disclosure Of Confidential Or Personal Information** exclusion has been added under Paragraphs A. **Bodily Injury And Property Damage Liability** and B. **Personal And Advertising Injury Liability** under **Section II - General Liability Coverages** and under **Section III - Acts, Errors Or Omissions Liability Coverages**.

These exclusions generally preclude coverage for damages arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

## REINFORCEMENTS IN COVERAGE OR EDITORIAL REVISIONS

### Business Auto Coverage Form, CA 00 01 and Auto Dealers Coverage Form, CA 00 25

- The **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** provision under Covered Autos Liability Coverage, which affords "automatic" liability coverage for trailers with a load capacity of 2,000 pounds or less has been updated with a relatively equivalent provision addressing trailers with a registered Gross Vehicle Weight Rating of 3,000 pounds or less, to generally correspond with the types of trailers that currently qualify for such automatic trailer liability coverage in the insurance market.
- The worldwide coverage provision under the **Policy Period, Coverage Territory Condition** has been reinforced to generally provide that coverage applies anywhere else in the world, since the coverage territory of the United States of America, its' territories and possessions, Puerto Rico and Canada are already addressed in an earlier provision within this condition.

### Auto Dealers Coverage Form, CA 00 25

- The insuring agreement under **Paragraph A.1.a. of Bodily Injury And Property Damage Liability** under **Section II - General Liability Coverages** has been reinforced to address certain auto-related products or work you performed exposures resulting from your auto dealer operations.

The exclusions for **Material Published With Knowledge Of Falsity** and **Material Published Prior To Policy Period** under **Paragraph B. Personal And Advertising Injury Liability** are being reinforced to reference publications "in any manner" to address internet and electronic publications.

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## ENDORSEMENTS

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## BROADENINGS IN COVERAGE

### CA 04 15 - Garagekeepers Coverage For Autos And Watercrafts

- This endorsement generally provides Garagekeepers Coverage for physical damage to, or loss of, customers' watercraft in your possession.
- Form CA 04 15 replaces CA 79 29 - "Customer's Auto" Redefined To Include Watercraft.

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**CA 04 21 - Full Safety Glass Coverage**

- This endorsement generally provides that if Comprehensive Physical Damage Coverage is purchased, no Comprehensive Coverage deductible applies to the cost of repairing or replacing damaged safety glass on the covered autos indicated in the endorsement Schedule.
- Form CA 04 21 replaces forms CA 99 74 - Full Safety Glass Coverage - Minnesota; CA 99 39 - Glass Coverage - Connecticut; and CA 99 31 - Full Coverage Window Glass - New York.

**CA 04 22 - Earlier Notice of Cancellation Provided By Us**

This endorsement generally accommodates an earlier notice of cancellation than would otherwise be given if this endorsement was not attached, for any statutorily permitted reason, other than non-payment of premium.

**CA 04 39 - Volunteer Hired Autos**

This endorsement generally broadens coverage as it extends Covered Autos Liability Coverage to volunteers who rent or hire an auto, in a volunteer's name, under a contract or agreement for the purposes of performing duties related to the conduct of your business. Physical Damage Coverage is also provided for such autos.

**CA 04 41 - Replacement Cost Coverage - Private Passenger Types**

This endorsement provides a replacement cost Physical Damage Coverage option for private passenger type autos, which provides that in the event of a total loss to a specific insured auto, the insurer will pay the replacement cost of that auto subject to certain conditions and in accordance with any applicable legal or regulatory authority.

**CA 04 43 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) -Automatic When Required By Written Contract Or Agreement**

- This endorsement automatically waives the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.
- Form CA 04 43 replaces form CA 77 73 - Blanket Waiver Of Transfer Of Rights Of Recovery Against Others To Us.

**CA 04 52 - On-Hook Coverage**

This endorsement generally provides coverage for loss to a customer's auto or customer's auto equipment left in your care as part of your towing operations.

**CA 05 24 - Non-Ownership Liability Coverage For Volunteers; and****CA 05 25 - Partners Or Members As Insureds**

These endorsements generally extend your non-ownership covered autos liability coverage to volunteers ( CA 05 24) and partners or members (CA 05 25) under certain conditions specified in the applicable endorsement.

**CA 20 15 - Mobile Equipment;****SA 20 15 - Mobile Equipment;****CA 20 19 - Repossessed Autos;****CA 20 78 - Physical Damage Coverage - Autos Held For Sale By Non-Dealers;****MM 20 11 - Mobile Equipment - Massachusetts;****CA 20 33 - Autos Leased, Hired, Rented Or Borrowed With Drivers - Physical Damage Coverage; and****CA 99 28 - Stated Amount Insurance; and****CA 99 81 - Illinois Stated Amount Insurance**

These endorsements have been revised to generally provide that:

- A maximum Comprehensive or Specified Causes Of Loss Coverage deductible may apply to all loss in any one event caused by either the perils of Theft, Mischief or Vandalism or All Perils.

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**CA 20 16 - Mobile Homes Contents Coverage**

This endorsement has been revised to provide a theft coverage option.

**CA 27 17 - Designated Location(s) Products And Work You Performed Aggregate Limit For Certain General Liability Coverages**

With respect to **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement provides a separate Designated Location Products And Work You Performed Aggregate Limit, which applies to each location designated in the Schedule of the endorsement.

**CA 27 18 - Automatic Insured Status For Newly Acquired Or Formed Limited Liability Companies - Other Than Covered Auto Coverages**

With respect to specified other than covered autos coverages, where applicable, this endorsement generally includes a limited liability company you newly acquire or form, and over which you maintain ownership or majority interest as an insured, if there is no other similar insurance available to that limited liability company.

**CA 78 07 - ElitePac® Commercial Automobile Extension Golf Facilities And Country Clubs;****CA 78 08 - ElitePac® Commercial Automobile Extension Comm?Unity® Of Faith;****CA 78 12 - ElitePac® Commercial Automobile Extension Senior Living; and****CA 78 13 - ElitePac® Commercial Automobile Extension Social Services**

- **Volunteers As Insureds** - The provision has been amended to remove restriction of coverage to transportation of your clients or other persons.

**CA 78 10 - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Expected Or Intended Injury Amendment For Law Enforcement Personnel** - Coverage applies to bodily injury or property damage caused by police or other law enforcement personnel while acting in the performance and scope of their duties to protect persons or property and arising out of the use of a covered auto.
- **Mutual Aid Expense Reimbursement** - Coverage for reimbursement of mutual aid assistance incurred due to a covered loss, beginning 24 hours after the loss to your covered auto and ending, the lesser of the number of days reasonably required to repair or replace your auto or 90 days. The limit is the lesser of \$7,500 per Mutual Aid Assistance or the necessary and actual expenses incurred.
- **Locksmith Services** - Coverage provides for \$250 per Occurrence for necessary locksmith services to recover keys locked inside a covered private passenger auto.

**CA 78 14 - ElitePac® Commercial Automobile Extension Auto Services**

- **Operation Of Customer Autos On Particular Premises** - Coverage has been extended to include use of a customer's auto while on or next to those premises you own, rent or control that are used as part of the insured's operations, provided such coverage does not already exist under another policy or similar endorsement.
- **Garagekeepers Coverage** - Coverage has been extended to include loss to a customer's auto sound receiving equipment. In addition coverage has been extended to a customer's auto left in your care custody or control while you are attending, servicing, or repairing it in connection with the insured's operation.

The locations to be included in this coverage provision now include newly acquired locations and other locations within the coverage territory where your repair, installation or service work on a customer's auto takes place. These new locations have certain limitations and exceptions.

Partners and their spouses, executive officers and directors and stockholders are now included as insureds for loss to customer's autos and customer's auto equipment, with some limitations.

The locations to be included in this coverage provision now include newly acquired locations and other locations within the coverage territory where your repair, installation or service work on a customer's auto takes place. These new locations have certain limitations and exceptions.

Partners and their spouses, executive officers and directors and stockholders are now included as insureds for loss to customer's autos and customer's auto equipment, with some limitations.

- **Autos Held For Sale - Non-Dealers Coverage Amendment** - Under Collision Coverage, the limitation for coverage to apply to a covered auto while being driven or transported from the point of purchase or distribution to its destination has been removed.
- **Garage Operations** - The definition has been expanded to include subcontracted work locations

## REDUCTIONS IN COVERAGE

**CA 20 47 - Additional Insured - General Liability Coverages - Lessor Of Leased Equipment;**  
**CA 25 09 - Additional Insured - General Liability Coverages - Owners Of Leased Land Or Premises; and**  
**CA 25 45 - Additional Insured - General Liability Coverages - Lessor Leased Equipment - Automatic Status**  
**When Required In Lease Agreement With You**

With respect to **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, these endorsements have been revised to delete the "arising out of" language and add specific language that provides an additional insured with coverage for their vicarious or contributory negligence only. These endorsements may reduce coverage for those jurisdictions in which:

- Named insureds are permitted to contractually hold harmless an additional insured for that additional insured's sole negligence; and
- Courts have enabled coverage for the sole negligence of the additional insured.

### **CA 20 71 - Auto Loan/Lease Gap Coverage**

This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.

### **CA 23 44 - Public or Livery Passenger Conveyance Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used as a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered auto. The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

### **CA 23 45 - Public or Livery Passenger Conveyance And On-demand Delivery Services Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered "auto"; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

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**CA 27 05 - Unmanned Aircraft Exclusion For General Liability Coverages**

With respect to **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage with respect to damages under:

- **Paragraph A. Bodily Injury And Property Damage Liability**, arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. This endorsement will result in a reduction in coverage under **Paragraph A. Bodily Injury And Property Damage Liability** to the extent that:
  - An exposure exists with respect to unmanned aircraft that are not owned or operated by or rented or loaned to any insured; or
  - Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft.
- **Paragraph B. Personal And Advertising Injury Liability**, arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under **Paragraph B. Personal And Advertising Injury Liability** to the extent that an exposure exists with respect to unmanned aircraft. However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

**CA 27 06 - Unmanned Aircraft Exclusion For General Liability Coverages - (Bodily Injury And Property Damage Liability Only)**

With respect to **Paragraph A. Bodily Injury and Property Damage Liability** under **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft. This endorsement will result in a reduction in coverage under **Paragraph A. Bodily Injury And Property Damage Liability** to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft.

**CA 27 07 - Unmanned Aircraft Exclusion For General Liability Coverages - (Personal And Advertising Injury Liability Only)**

With respect to **Paragraph B. Personal And Advertising Injury Liability**, under **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under **Paragraph B. Personal And Advertising Injury Liability** to the extent that an exposure exists with respect to unmanned aircraft. However, the attachment of this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

**CA 78 07 - ElitePac® Commercial Automobile Extension Golf Facilities And Country Clubs;****CA 78 08 - ElitePac® Commercial Automobile Extension Community® Of Faith;****CA 78 12 - ElitePac® Commercial Automobile Extension Senior Living; and****CA 78 13 - ElitePac® Commercial Automobile Extension Social Services**

- **Volunteers As Insureds** is amended to limit coverage to anyone who furnishes a non-owned auto used by a volunteer worker in activities necessary to the insured's business only to the extent of liability arising out of the activities being performed on the insured's behalf.

**CA 78 10 - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** is amended to limit coverage for anyone who furnishes a non-owned auto used by a board member, elected official, appointed official or authorized volunteer worker in during the course of their duties for the insured as a municipality or other governmental entity or emergency services organization only to the extent of liability arising out of the activities being performed for the insured.

**CA 78 11 - ElitePac® Commercial Automobile Schools**

- **Non-Ownership Extension - Schools** is amended to limit coverage to anyone who supplies a non-owned auto used by any board member, elected official, appointed official, student teacher or authorized volunteer worker used in the course of their duties for the insured as a school only to the extent of liability arising out of activities being performed for the insured.

**CA 27 15 - Amendment Of Personal And Advertising Injury Definition - General Liability Coverages Endorsement**

This endorsement removes from the definition of "personal and advertising injury", the offense of oral and written publication, in any manner, of material that violates a person's right of privacy.

**CA 27 16 - Exclusion - Cross Suits Liability For General Liability Coverages Endorsement**

With respect to **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for any claim or suit for damages that are brought by any Named Insured against another Named Insured. To the extent that an exposure exists with respect to cross suits being brought between Named Insureds, this endorsement will result in a reduction in bodily injury, property damage or personal and advertising injury coverage with respect to such exposure related to cross suits liability.

**CA 41 01 - Auto Dealers Declarations**

- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 02, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 05**, and/or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 04**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 02, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 05** and/or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 04**.

**CA 70 57 (02/92) Business Automobile Coverage Declaration, replaced by CA 41 60 (04/24) Business Automobile Coverage Declaration**

- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 61 (04/24)**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 61 (04 24)**.

**CA 70 58 (02/92) Business Automobile Coverage Declaration (Continued) is replaced by CA 41 62 (04/24) Business Automobile Coverage Declaration - (Continued). Item Four - Physical Damage - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment):**

- Under **Comprehensive Coverage, Specified Causes Of Loss** and/or **Collision** coverage, **Actual Cash Value, Cost of Repairs or \$** (a specified limit of insurance) is replaced by **Actual Cash Value or Cost of Repair** whichever is less. (Refer to the Coverage Form for details.)
- Under **Comprehensive** coverage, the specified deductible for **Each Covered Auto For All Loss Except Fire or Lightning** is replaced with the specified deductible **For Each Covered Auto for Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)
- Under **Specified Caused of Loss** coverage, the **\$25 Deductible For Each Covered Auto, for Loss Caused by Mischief or Vandalism** is replaced by a specified deductible **For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)

**CA 78 09 - ElitePac® Commercial Automobile Extension**

- **Auto Loan/Lease Gap Coverage**
  - This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.
  - This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.
- **Towing and Labor** - Towing and labor costs afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

**CA 78 14 - ElitePac® Commercial Automobile Extension Auto Services**

- **Garagekeepers Coverage** - The following exclusions have been added to this coverage:
  - **Contractual Liability;**
  - **Theft or Conversion;**
  - **Defective Parts or Materials; and**
  - **Faulty Work You Performed**

**CA 20 15 - Mobile Equipment;**

**SA 20 15 - Mobile Equipment;**

**CA 20 19 - Repossessed Autos;**

**CA 20 78 - Physical Damage Coverage - Autos Held For Sale By Non-Dealers;**

**MM 20 11 - Mobile Equipment - Massachusetts;**

**CA 20 33 - Autos Leased, Hired, Rented Or Borrowed With Drivers - Physical Damage Coverage; and**

**CA 99 28 - Stated Amount Insurance; and**

**CA 99 81 - Illinois Stated Amount Insurance**

These endorsements have been revised to generally provide that:

- Any Comprehensive or Specified Causes Of Loss Coverage deductible applies, as noted on the form, to either the perils of Theft, Mischief or Vandalism or All Perils which includes "loss" by Fire or Lightning.

**CA 89 27 04 24 - Racing Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss", while that covered "auto" is being prepared for such a contest or activity.

**CA 89 30 04 24 - Vehicle Sharing Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded for losses arising of the ownership, maintenance or use of a covered auto while it is being used in connection with a vehicle sharing program.

**CA 99 37 10 13 - Garagekeepers Coverage**

As applicable, **Comprehensive or Specified Causes Of Loss Deductibles for Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism** are replaced with **Comprehensive or Specified Causes Of Loss Deductible For All Perils For Each Customer's Auto.**





**BROADENINGS AND REDUCTIONS IN COVERAGE****CA 27 08 - Limited General Liability Coverage For Designated Unmanned Aircraft**

With respect to **Paragraph A. Bodily Injury And Property Damage Liability** under **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage with respect to bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with the exception of unmanned aircraft that are designated in the Schedule of the endorsement, but only related to operations or projects that are also designated in the Schedule.

This endorsement will result in a broadening of coverage under **Paragraph A. Bodily Injury And Property Damage Liability** with respect to designated unmanned aircraft that are owned or operated by or rented or loaned to any insured, but only with respect to designated operations or projects.

However, this endorsement will result in a reduction in coverage under **Paragraph A.** to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft;

with respect to unmanned aircraft that are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, but with respect to operations or projects that are not designated in the Schedule of the endorsement.

In addition, this endorsement excludes coverage with respect to **Paragraph B. Personal And Advertising Injury Liability** arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under **Paragraph B.**, to the extent that an exposure exists with respect to unmanned aircraft, but only if such unmanned aircraft are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, but with respect to operations or projects that are not designated in the Schedule of the endorsement.

However, this endorsement would **not** result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

This endorsement contains an optional Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Unmanned Aircraft Liability Aggregate Limit will be subject to the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever applies. All other limits continue to apply if and to the extent that the Unmanned Aircraft Liability Aggregate Limit has not been used up.

**CA 27 09 - Limited General Liability Coverage For Designated Unmanned Aircraft (Bodily Injury And Property Damage Liability Only)**

With respect to **Paragraph A. Bodily Injury And Property Damage Liability** under **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for bodily injury and property damage arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with the exception of unmanned aircraft that are designated in the Schedule of the endorsement, but only related to operations or projects that are also designated in the Schedule.

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This endorsement will result in a broadening of coverage under **Paragraph A. Bodily Injury And Property Damage Liability** with respect to designated unmanned aircraft that are owned or operated by or rented or loaned to any insured, but only with respect to designated operations or projects.

However, this endorsement will result in a reduction in coverage under Paragraph A. to the extent that:

- An exposure exists with respect to unmanned aircraft that are **not** owned or operated by or rented or loaned to any insured; or
- Liability is assumed under any insured contract for the ownership, maintenance or use of unmanned aircraft;

with respect to unmanned aircraft that are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, but with respect to operations or projects that are **not** designated in the Schedule of the endorsement.

This endorsement contains an optional Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit will be subject to the General Liability Aggregate Limit or the Products And Work You Performed Aggregate Limit, whichever applies. All other limits continue to apply if and to the extent that the Bodily Injury And Property Damage Unmanned Aircraft Liability Aggregate Limit has not been used up.

#### **CA 27 10 - Limited Coverage For Designated Unmanned Aircraft (Personal And Advertising Injury Liability Only)**

With respect to **Paragraph B. Personal And Advertising Injury Liability** under **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, this endorsement excludes coverage for personal and advertising injury arising out of the ownership, maintenance, use or entrustment to others of any unmanned aircraft, with certain exceptions. This endorsement will result in a reduction in coverage under Paragraph B., to the extent that an exposure exists with respect to unmanned aircraft, but only if such unmanned aircraft are:

- **Not** designated in the Schedule of the endorsement; or
- Designated in the Schedule of the endorsement, but with respect to operations or projects that are not designated in the Schedule of the endorsement.

However, this endorsement would not result in a reduction of coverage with respect to the use of another's advertising idea in your advertisement or to infringing upon another's copyright, trade dress or slogan in your advertisement.

This endorsement contains an optional Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit. If a limit is shown in the Schedule, any coverage provided under the endorsement is subject to that aggregate limit. The Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit will be subject to the General Aggregate Limit. The Personal And Advertising Injury Limit continues to apply if and to the extent that the Personal And Advertising Injury Unmanned Aircraft Liability Aggregate Limit has not been used up.

#### **CA 78 11 - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** has been amended to apply only when the policy provides Auto Liability coverage for Non-Owned Autos.

#### **CA 99 34 - Social Service Agencies - Volunteers As Insureds**

Non-Ownership Liability Coverage For Volunteers, **CA 05 24** replaces form **CA 99 34 - Social Service Agencies - Volunteers As Insureds**.

- Form **CA 05 24** does not restrict coverage to transportation of your clients or other persons. This is a broadening of coverage.
- Form **CA 05 24** contains a **Volunteer Injury** exclusion for "bodily injury" to any volunteer or fellow volunteer while the volunteer is engaged in activities specified in the Schedule on the form or while acting on behalf of the insured. This exclusion also applies to the volunteer's spouse, child, parent, brother or sister. These are reductions in coverage.

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**REINFORCEMENTS IN COVERAGE OR EDITORIAL REVISIONS****CA 04 43 - Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic When Required By Written Contract Or Agreement**

This new endorsement will automatically waive the insurer's right of recovery on a blanket basis to the extent the insured has waived its right of recovery in a written contract or agreement.

**CA 20 01 - Lessor - Additional Insured And Loss Payee; MM 20 26 - Lessor - Additional Insured And Loss Payee - Massachusetts; CA 99 14 - Fire, Fire And Theft, Fire, Theft And Windstorm And Limited Specified Causes Of Loss Coverages; and CA 20 15 - Mobile Equipment**

Physical Damage Coverage limit references in these endorsements have been removed, since the applicable limits are already addressed under the applicable Coverage Form's Physical Damage Coverage Limit Of Insurance provision.

**CA 20 06 - Driving Schools - Non-Owned Autos**

The columns for "Number Of Owned Autos Used For Driver Training" and "Number Of Driving Instructors" have been removed, in our ongoing effort to remove non-essential rating information from our forms.

**CA 20 19 - Repossessed Autos**

Paragraph E. is introduced to reinforce the deductible options addressed in the Schedule of this endorsement.

**CA 20 33 - Autos, Leased, Hired, Rented Or Borrowed With Drivers - Physical Damage Coverage** Paragraphs C.1. and C.2. have been introduced to generally reinforce that this endorsement provides stated amount coverage, consistent with the way the limits of insurance are displayed in the endorsement.

**CA 20 47 - Additional Insured - General Liability Coverages - Lessor Of Leased Equipment;**

**CA 20 49 - Additional Insured - General Liability Coverages - Grantor Of Franchise;**

**CA 25 09 - Additional Insured - General Liability Coverages - Owners Of Leased Or Rented Land Or Premises;**

**CA 25 29 - Additional Insured - General Liability Coverages - Concessionaires Trading Under Your Name;**

**CA 25 30 - Additional Insured - General Liability Coverages - Controlling Interest;**

**CA 25 31 - Additional Insured - General Liability Coverages - Grantor Of Licenses - Automatic Status When Required By Licensor;**

**CA 25 32 - Additional Insured - General Liability Coverages - Grantor Of Licenses;**

**CA 25 45 - Additional Insured - General Liability Coverages - Lessor Of Leased Equipment - Automatic Status When Required In Lease Agreement With You; and**

**CA 25 46 - Additional Insured - General Liability Coverages - Co-Owner Of Insured Premises**

With respect to **Section II - General Liability Coverages** of the Auto Dealers Coverage Form, these additional insured endorsements are revised to indicate that if coverage provided to the additional insured is required by contract or agreement, coverage to the additional insured will be afforded to the extent permissible by law and to the extent the named insured is required by the contract or agreement to provide insurance for the additional insured.

Additionally, if coverage provided to the additional insured is required by contract or agreement, the limits of insurance of the named insured's policy that are available to an additional insured will be limited to the extent required by the contract or agreement or the amount of insurance available under the applicable Limits Of Insurance shown in the Declarations, whichever is less.

**CA 20 54 - Employee Hired Autos**

Paragraph B. **Changes In General Conditions** has been revised to accommodate circumstances when

**CA 04 39 Volunteer Hired Autos** is also attached to the policy.

**CA 20 71 - Auto Loan/Lease Gap Coverage**

This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.

**CA 20 78 - Physical Damage Coverage - Autos Held For Sale By Non-Dealers**

The lead in language to Paragraph D. has been amended to replace the Deductible provision found in the Business Auto Coverage Form, **CA 00 01**, rather than adding to the Deductible provision.

**CA 23 17 - Truckers Uniform Intermodal Interchange Endorsement Form UIIE-1**

This form has been revised to generally reinforce that cargo claims that are not a result of a motor carrier commercial vehicle accident or theft of cargo during the interchange period are not subject to indemnification, consistent with changes made to the Uniform Intermodal Interchange and Facilities Access Agreement by the Intermodal Association of America

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**CA 23 24 - Agricultural Produce Trailers - Seasonal**

This endorsement has been revised to address trailers with a Gross Vehicle Weight Rating exceeding 3,000 pounds used to transport agricultural produce during the specified period of operations, which is relatively equivalent to the former specification of trailers with a load capacity exceeding 2,000 pounds.

**CA 25 49 - Limited Product Withdrawal Expense Endorsement**

This endorsement has been revised to delete the second paragraph of Paragraph C.1. under the **Deductible And Participation Percentage Provisions** section relating to the insured's reimbursement to the insurer of any payment of all or part of any deductible amount that the insurer is required to pay by law, since this endorsement only relates to reimbursement for product withdrawal expenses you incur and not product withdrawal expenses that you become legally obligated to pay as damages.

**CA 78 09 - ElitePac® Commercial Automobile Extension**

- **Towing and Labor** - Gross vehicle weight has been amended to gross vehicle with rating.
- **AMENDMENTS TO SECTION V - DEFINITIONS: VOLUNTEER**

The definition has been amended to clarify that a volunteer does not include an employee and is a person who donates their work or acts at the direction of the insured and within the scope of duties determined by the insured. The volunteer is not paid a fee, salary or other compensation by the insured or anyone else for their work performed for the insured.

**CA 78 10 - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** - Anyone who furnishes an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured as a municipality or other governmental entity or emergency services organization.

**CA 78 11 - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** - Anyone who supplies an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured.

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## STATE – SPECIFIC ENDORSEMENTS

### BROADENINGS IN COVERAGE

#### FLORIDA:

##### **CA 78 10FL - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Expected Or Intended Injury Amendment For Law Enforcement Personnel** - Coverage applies to bodily injury or property damage caused by a police or other law enforcement personnel while acting in the performance and scope of their duties to protect persons or property and arising out of the use of a covered auto.
- **Mutual Aid Expense Reimbursement** - Coverage for reimbursement of mutual aid assistance incurred due to a covered loss, beginning 24 hours after the loss to your covered auto and ending, up to the lesser of the number of days reasonably required to repair or replace your auto or 90 days. The limit is the lesser of \$7,500 per Mutual Aid Assistance or the necessary and actual expenses incurred.
- **Locksmith Services** - Coverage provides for \$250 per Occurrence for necessary locksmith services to recover keys locked inside a covered private passenger auto.

#### MARYLAND:

##### **CA 05 26 - Maryland Non-Ownership Liability Coverage For Volunteers**

This endorsement generally extends your non-ownership covered autos liability coverage to volunteers under certain conditions specified in the applicable endorsement.

#### MINNESOTA:

##### **CA 04 64 - On-Hook Coverage - Minnesota**

This endorsement generally provides coverage for loss to a customer's auto or customer's auto equipment left in your care as part of your towing operations.

#### NEW YORK:

##### **CA 04 59 - New York Volunteer Hired Autos**

This endorsement generally is a broadening of coverage as it extends Covered Autos Liability Coverage to volunteers who rent or hire an auto, in a volunteer's name, under a contract or agreement for the purposes of performing duties related to the conduct of your business. Physical Damage Coverage is also provided for such autos.

##### **CA 04 60 - New York On Hook Coverage**

This endorsement generally provides coverage for loss to a customer's auto or customer's auto equipment left in your care as part of your towing operations.

##### **CA 05 28 - New York Non-Ownership Liability Coverage For Volunteers**

This endorsement generally extends your non-ownership covered autos liability coverage to volunteers under certain conditions specified in the applicable endorsement.

##### **CA 78 10NY - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Expected Or Intended Injury Amendment For Law Enforcement Personnel** - Coverage applies to bodily injury or property damage caused by a police or other law enforcement personnel while acting in the performance and scope of their duties to protect persons or property and arising out of the use of a covered auto.
- **Mutual Aid Expense Reimbursement** - Coverage for reimbursement of mutual aid assistance incurred due to a covered loss, beginning 24 hours after the loss to your covered auto and ending, up to the lesser of the number of days reasonably required to repair or replace your auto or 90 days. The limit is the lesser of \$7,500 per Mutual Aid Assistance or the necessary and actual expenses incurred.
- **Locksmith Services** - Coverage provides for \$250 per Occurrence for necessary locksmith services to recover keys locked inside a covered private passenger auto.

**VIRGINIA:**

**CA 78 07VA - ElitePac® Commercial Automobile Extension Golf Facilities And Country Clubs;**  
**CA 78 08VA - ElitePac® Commercial Automobile Extension Comm?Unity® Of Faith; and**  
**CA 78 12VA - ElitePac® Commercial Automobile Extension Senior Living**

- **Volunteers As Insureds** - The provision has been amended to remove the restriction of coverage to transportation of your clients or other persons.

**CA 78 10VA - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Expected Or Intended Injury Amendment For Law Enforcement Personnel** - Coverage applies to bodily injury or property damage caused by a police or other law enforcement personnel while acting in the performance and scope of their duties to protect persons or property and arising out of the use of a covered auto.
- **Mutual Aid Expense Reimbursement** - Coverage for reimbursement of mutual aid assistance incurred due to a covered loss, beginning 24 hours after the loss to your covered auto and ending, up to the lesser of the number of days reasonably required to repair or replace your auto or 90 days. The limit is the lesser of \$7,500 per Mutual Aid Assistance or the necessary and actual expenses incurred.
- **Locksmith Services** - Coverage provides for \$250 per Occurrence for necessary locksmith services to recover keys locked inside a covered private passenger auto.

**SA 20 15VA - Mobile Equipment**

This endorsement has been revised to generally provide that:

- A maximum Comprehensive or Specified Causes Of Loss Coverage deductible may apply to all loss in any one event caused by either the perils of Theft, Mischief or Vandalism, or All Perils.

## REDUCTIONS IN COVERAGE

**COLORADO:**

**CA 78 09CO - ElitePac® Commercial Automobile Extension** (replacing form CA7809 for the state of Colorado)

- **Multiple Deductibles**
  - This endorsement provision applies to Collision Coverage only. The form provision does not apply to Comprehensive or Specified Causes of Loss Coverages.

**FLORIDA:**

**CA 05 04 - Florida Public Or Livery Passenger Conveyance, Transportation Network and On-Demand Delivery Services Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered "auto"; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

**CA 78 09FL - ElitePac® Commercial Automobile Extension**

- **Auto Loan/Lease Gap Coverage**
  - This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.
  - This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.
- **Towing and Labor** - Towing and labor costs afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

**CA 78 10FL - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** Is amended to limit coverage to anyone who furnishes a non-owned auto used by a board member, elected official, appointed official or authorized volunteer worker in during the course of their duties for the insured as a municipality or other governmental entity or emergency services organization only to the extent of liability arising out of the activities being performed for the insured.

**MASSACHUSETTS:**

**CA 77 78 07 Massachusetts Business Automobile Coverage Declaration (Continued)** is replaced by **CA 41 71 (04/24) Massachusetts Business Automobile Coverage Declaration - (Continued). Item Four - Physical Damage Coverage:**

- Under **Comprehensive Coverage, Specified Causes Of Loss** and/or **Collision** coverage, **Actual Cash Value, Cost of Repairs or \$** (a specified limit of insurance) is replaced by **Actual Cash Value or Cost of Repair** whichever is less. (Refer to the Coverage Form for details.)
- Under **Comprehensive** coverage, the specified deductible for **Each Covered Auto For All Loss Except Fire or Lightning** is replaced with the specified deductible **For Each Covered Auto for Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)
- Under **Specified Causes of Loss** coverage, the **\$25 Deductible For Each Covered Auto, for Loss Caused by Mischief or Vandalism** is replaced by a specified deductible **For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)

**MINNESOTA:**

**CA 01 94 10 13 Minnesota - Garagekeepers Endorsement**

As applicable, **Comprehensive or Specified Causes Of Loss Deductibles for Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism** are replaced with **Comprehensive or Specified Causes Of Loss Deductible For All Perils For Each Customer's Auto**.

**MICHIGAN:**

**CA 23 77 - Michigan Public Or Livery Passenger Conveyance, Transportation Network And On-Demand Delivery Services Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered "auto"; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

**CA 41 10 - Michigan Auto Dealers Declarations**

- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 11, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 14**, and/ or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 13**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 11, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 14** and/ or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 13**.

**CA 77 39 (07/07) Michigan Business Automobile Coverage Declaration**, replaced by **CA 41 65 (04/24) Michigan Business Automobile Coverage Dealers Declaration**



- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 66 (04/24)**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 66 (04 24)**.

**CA 77 40 (09/97) Michigan Business Automobile Coverage Declaration (Continued)** is replaced by **CA 41 67 (04/24) Michigan Business Automobile Coverage Declaration - (Continued). Item Four - Physical Damage - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment):**

- Under **Comprehensive Coverage, Specified Causes Of Loss** and/or **Collision coverage, Actual Cash Value, Cost of Repairs or \$** (a specified limit of insurance) is replaced by **Actual Cash Value or Cost of Repair** whichever is less. (Refer to the Coverage Form for details.)
- Under **Comprehensive coverage**, the specified deductible for **Each Covered Auto For All Loss Except Fire or Lightning** is replaced with the specified deductible **For Each Covered Auto for Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)
- Under **Specified Causes of Loss coverage**, the **\$25 Deductible For Each Covered Auto, for Loss Caused by Mischief or Vandalism** is replaced by a specified deductible **For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)

#### **NEW HAMPSHIRE:**

##### **CA 78 09NH - ElitePac® Commercial Automobile Extension**

- **Auto Loan/Lease Gap Coverage**
  - This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for covered auto.
  - This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.
- **Towing and Labor** - Towing and labor costs afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

#### **NEW JERSEY:**

##### **CA 05 10 - New Jersey Public Or Livery Passenger Conveyance, Transportation Network And On-Demand Delivery Services Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered "auto"; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

#### **NEW YORK:**

##### **CA 78 09NY - ElitePac® Commercial Automobile Extension**

- **Auto Loan/Lease Gap Coverage**
  - This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for a covered auto.
  - This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.
- **Towing and Labor** - Towing and labor costs afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

**CA 41 26 - New York Auto Dealers Declarations**

**Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 27, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 30** and/ or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 29**.

**Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 27, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 30** and/ or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 29**.

**CA 78 10NY - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** is amended to limit coverage to anyone who furnishes a non-owned auto used by a board member, elected official, appointed official or authorized volunteer worker in during the course of their duties for the insured as a municipality or other governmental entity or emergency services organization only to the extent of liability arising out of the activities being performed for the insured.

**CA 78 11NY - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** is amended to limit coverage to anyone who supplies a non-owned auto used by any board member, elected official, appointed official, student teacher or authorized volunteer worker used in the course of their duties for the insured as a school only to the extent of liability arising out of activities being performed for the insured.

**CA 79 14 (01/95) New York Business Automobile Coverage Declaration, replaced by CA 41 73 (04/24) New York Business Automobile Coverage Declaration**

- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 74 (04/24)**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two - Schedule of Coverages And Covered Autos** on form, **CA 41 74 (04 24)**.

**CA 79 15 10 01 New York Business Automobile Coverage Declaration (Continued) is replaced by New York CA 41 75 (04/24) Business Automobile Coverage Declaration - (Continued). Item Four - Physical Damage - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment):**

- Under **Comprehensive Coverage, Specified Causes Of Loss** and/ or **Collision** coverage, **Actual Cash Value, Cost of Repairs** or \$ (a specified limit of insurance) is replaced by **Actual Cash Value** or **Cost of Repair** whichever is less. (Refer to the Coverage Form for details.)
- Under **Comprehensive** coverage, the specified deductible for **Each Covered Auto For All Loss Except Fire or Lightning** is replaced with the specified deductible **For Each Covered Auto for Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)
- Under **Specified Caused of Loss** coverage, the **\$25 Deductible For Each Covered Auto, for Loss Caused by Mischief or Vandalism** is replaced by a specified deductible **For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)

**CA 89 27NY 04 24 Racing Exclusion - New York**

When this endorsement is attached to your policy, insurance provided under **Physical Damage** coverage is excluded while any covered auto is being used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss", while that covered "auto" is being prepared for such a contest or activity.

**NORTH CAROLINA:****CA 78 09NC - ElitePac® Commercial Automobile Extension**

- **Auto Loan/Lease Gap Coverage**
  - This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for a covered auto.
  - This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.
- **Towing and Labor** - Towing and labor costs afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

**VIRGINIA:****CA 05 19 - Virginia Public Or Livery Passenger Conveyance And On-Demand Delivery Services Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered "auto"; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

**CA 41 34 - Auto Dealers Declarations - Virginia**

- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 35, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 38** and/ or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 37**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two- Schedule of Coverages And Covered Autos** on form, **CA 41 35, Item Six - Physical Damage Coverage** for Auto Dealers on form, **CA 41 38** and/ or **Item Five - Garagekeepers Coverage** for Auto Dealers on form, **CA 41 37**.

**CA 71 57 (08/11) Business Auto Declarations , replaced by CA 41 77 (04/24) Virginia Business Auto Declarations**

- **Physical Damage - Comprehensive Coverage** - No deductible to Loss Caused By Fire or Lightning has been deleted and is replaced by the Comprehensive Deductible identified for each applicable covered auto on **Item Two - Schedule of Autos** on form, **CA 41 78 (04/24)**.
- **Physical Damage - Specified Causes Of Loss Coverage** - The \$25 deductible for Each Covered Auto for Loss caused by Mischief or Vandalism is deleted and replaced by the Specified Causes of Loss Deductible identified for each applicable covered auto on **Item Two - Schedule of Autos** on form, **CA 4178 (04 24)**.

**CA 71 59 (08/11) Business Automobile Coverage Declaration (Continued) is replaced by CA 41 79 (04/24) Virginia Business Automobile Coverage Declaration - (Continued). Item Four - Physical Damage - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment):**

- Under **Comprehensive Coverage, Specified Causes Of Loss** and/or **Collision** coverage, **Actual Cash Value, Cost of Repairs** or \$ (a specified limit of insurance) is replaced by **Actual Cash Value or Cost of Repair** whichever is less. (Refer to the Coverage Form for details.)
- Under **Comprehensive** coverage, the specified deductible for **Each Covered Auto For All Loss Except Fire or Lightning** is replaced with the specified deductible **For Each Covered Auto for Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)
- Under **Specified Causes of Loss** coverage, the **\$25 Deductible For Each Covered Auto, for Loss Caused by Mischief or Vandalism** is replaced by a specified deductible **For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism**. (A maximum deductible may also apply. Refer to Coverage Form for details.)



**CA 78 07VA - ElitePac® Commercial Automobile Extension Golf Facilities And Country Clubs;****CA 78 08VA - ElitePac® Commercial Automobile Extension Comm?Unity® Of Faith; and****CA 78 12VA - ElitePac® Commercial Automobile Extension Senior Living**

- **Volunteers As Insureds** is amended to limit coverage to anyone who furnishes a non-owned auto used by a volunteer worker in activities necessary to the insured's business only to the extent of liability arising out of the activities being performed on the insured's behalf.

**CA 78 09VA - ElitePac® Commercial Automobile Extension**

- **Auto Loan/Lease Gap Coverage**
  - This endorsement has been revised to provide that any deferred lease or loan payments at the time of a loss will also be subtracted from any unpaid amount due on a lease or loan for a covered auto.
  - This endorsement has been revised to generally reinforce that Auto Loan/Lease Gap Coverage is excess over any other collectible insurance applicable to a covered total loss.
- **Towing and Labor** - Towing and labor costs afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

**CA 78 10VA - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities and CA7819VA ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities Schedule**

- **Elected Or Appointed Officials - Non-Ownership Coverage** is amended to limit coverage to the owner who provides a non-owned auto used by an elected or appointed official in performance of their duties related to the conduct of the insured's business but only to the extent of liability arising out of the activities being performed for the insured as a municipality or other governmental entity or emergency services organization.
- **Pollution Exclusion Amendment - Emergency and Training Operations** coverage provision is being removed and will no longer apply.

**CA 78 11VA - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** is amended to limit coverage to anyone who supplies a non-owned auto used by any board member, elected official, appointed official, student teacher or authorized volunteer worker used in the course of their duties for the insured as a school only to the extent of liability arising out of activities being performed for the insured.

**CA 77 91 02 18 Virginia Garagekeepers**

As applicable, **Comprehensive or Specified Causes Of Loss Deductibles for Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism** are replaced with **Comprehensive or Specified Causes Of Loss Deductible For All Perils For Each Customer's Auto**.

**CA 77 94 04 24 Virginia Garagekeepers**

As applicable, **Comprehensive or Specified Causes Of Loss Deductibles for Each Customer's Auto For Loss Caused By Theft Or Mischief Or Vandalism** are replaced with **Comprehensive or Specified Causes Of Loss Deductible For All Perils For Each Customer's Auto**.

**SA 20 15VA - Mobile Equipment**

This endorsement has been revised to generally provide that:

- Any **Comprehensive or Specified Causes Of Loss Coverage deductible** applies, as noted on the form, to either the perils of Theft, Mischief or Vandalism or All Perils which includes "loss" by Fire or Lightning.

**CA 89 30VA 04 24 - Vehicle Sharing Exclusion**

When this endorsement is attached to your policy, Insurance provided under any applicable Covered Auto Liability, Physical Damage, Medical Expense and Income Loss Benefits, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded for losses arising of the ownership, maintenance or use of a covered auto while it is being used in connection with a vehicle sharing program

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**WEST VIRGINIA:****CA 05 13 - West Virginia Public Or Livery Passenger Conveyance, Transportation Network And On-Demand Delivery Services Exclusion**

When this endorsement is attached to your policy, insurance provided under any applicable Covered Auto Liability, Physical Damage, Auto Medical Payments, Uninsured and/or Underinsured Motorists and Personal Injury Protection (or similar no-fault) Coverage is excluded while any covered auto is being used:

- As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered auto is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is occupying the covered "auto"; or
- By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide delivery services, which includes courier services, whether or not the goods, items or products to be delivered are in the covered auto.

The exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

**BROADENINGS AND REDUCTIONS IN COVERAGE****MARYLAND:****CA 99 34 - Social Service Agencies - Volunteers As Insureds**

Non-Ownership Liability Coverage For Volunteers, CA 05 26 replaces form CA 99 34 - Social Service Agencies - Volunteers As Insureds.

- Form CA 05 26 does not restrict coverage to transportation of your clients or other persons. This is a broadening of coverage.
- Form CA 05 26 contains a **Volunteer Injury** exclusion for "bodily injury" to any volunteer or fellow volunteer while the volunteer is engaged in activities specified in the Schedule on the form or while acting on behalf of the insured. This exclusion also applies to the volunteer's spouse, child, parent, brother or sister. These are reductions in coverage.

**NEW YORK:****CA 78 11NY - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** has been amended to apply only when the policy provides Auto Liability coverage for Non-Owned Autos.

**CA 99 34 - Social Service Agencies - Volunteers As Insureds**

Non-Ownership Liability Coverage For Volunteers, CA 05 28 replaces form CA 99 34 - Social Service Agencies - Volunteers As Insureds.

- Form CA 05 28 does not restrict coverage to transportation of your clients or other persons. This is a broadening of coverage.
- Form CA 05 28 contains a **Volunteer Injury** exclusion for "bodily injury" to any volunteer or fellow volunteer while the volunteer is engaged in activities specified in the Schedule on the form or while acting on behalf of the insured. This exclusion also applies to the volunteer's spouse, child, parent, brother or sister. These are reductions in coverage.

**VIRGINIA:****CA 78 11VA - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** has been amended to apply only when the policy provides Auto Liability coverage for Non-Owned Autos.

**REINFORCEMENTS IN COVERAGE OR EDITORIAL REVISIONS****FLORIDA:****CA 78 09FL - ElitePac® Commercial Automobile Extension**

- **Towing and Labor** - Gross vehicle weight has been amended to gross vehicle with rating.
- **AMENDMENTS TO SECTION V - DEFINITIONS: VOLUNTEER**

The definition has been amended to clarify that a volunteer does not include an employee and is a person who donates their work or acts at the direction of the insured and within the scope of duties determined by the insured. The volunteer is not paid a fee, salary or other compensation by the insured or anyone else for their work performed for the insured.

**CA 78 10FL - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** - Anyone who furnishes an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured as a municipality or other governmental entity or emergency services organization.

**NEW HAMPSHIRE:****CA 01 11 - New Hampshire Changes**

This form is being amended to reinforce that an insurer's obligation to pay for loss to a covered auto will be reduced by the lesser of either a per covered auto deductible or a maximum deductible applicable to all loss in any one event.

**CA 78 09NH - ElitePac® Commercial Automobile Extension**

- **Towing and Labor** - Gross vehicle weight has been amended to gross vehicle with rating.
- **AMENDMENTS TO SECTION V - DEFINITIONS: VOLUNTEER**

The definition has been amended to clarify that a volunteer does not include an employee and is a person who donates their work or acts at the direction of the insured and within the scope of duties determined by the insured. The volunteer is not paid a fee, salary or other compensation by the insured or anyone else for their work performed for the insured.

**CA 78 04 - ElitePac Commercial Automobile Extension Assisted Living Facilities**

This form is being withdrawn and replaced by form CA 78 09 and CA 78 12. There is no material change in coverage with this change.

**NEW YORK:**

**CA 20 82 - New York Physical Damage Coverage - Autos Held For Sale By Non-Dealers** - The lead in language to Paragraph D. has been amended to replace the Deductible provision found in the Business Auto Coverage Form, CA 00 01, rather than adding to the Deductible provision.

**CA 78 09NY - ElitePac® Commercial Automobile Extension**

- **Towing and Labor** - Gross vehicle weight has been amended to gross vehicle with rating.
- **AMENDMENTS TO SECTION V - DEFINITIONS: VOLUNTEER**

The definition has been amended to clarify that a volunteer does not include an employee and is a person who donates their work or acts at the direction of the insured and within the scope of duties determined by the insured. The volunteer is not paid a fee, salary or other compensation by the insured or anyone else for their work performed for the insured.

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**CA 78 10NY - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** - Anyone who furnishes an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured as a municipality or other governmental entity or emergency services organization.

**CA 78 11NY - ElitePac® Commercial Automobile Extension Schools**

- **Non-Ownership Extension - Schools** - Anyone who supplies an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured.

**NORTH CAROLINA:****CA 78 09NC - ElitePac® Commercial Automobile Extension**

- **Towing and Labor** - Gross vehicle weight has been amended to gross vehicle with rating.
- **AMENDMENTS TO SECTION V - DEFINITIONS: VOLUNTEER**

The definition has been amended to clarify that a volunteer does not include an employee and is a person who donates their work or acts at the direction of the insured and within the scope of duties determined by the insured. The volunteer is not paid a fee, salary or other compensation by the insured or anyone else for their work performed for the insured.

**VIRGINIA:**

**CA 04 35 - Virginia Physical Damage Coverage - Autos Held For Sale By Non-Dealers** - The lead in language to Paragraph D. has been amended to replace the Deductible provision found in the Business Auto Coverage Form, CA 00 01, rather than adding to the Deductible provision.

**CA 05 23 - Virginia Employee Hired Autos** - This form has been withdrawn and replaced by form CA 20 54 Employee Hired Autos.

**CA 78 09VA - ElitePac® Commercial Automobile Extension**

- **Towing and Labor** - Gross vehicle weight has been amended to gross vehicle with rating.
- **AMENDMENTS TO SECTION V - DEFINITIONS: VOLUNTEER**

The definition has been amended to clarify that a volunteer does not include an employee and is a person who donates their work or acts at the direction of the insured and within the scope of duties determined by the insured. The volunteer is not paid a fee, salary or other compensation by the insured or anyone else for their work performed for the insured.

**CA 78 10VA - ElitePac® Commercial Automobile Extension Emergency Services Organizations And Governmental Entities**

- **Non-Ownership Extension - Public Entities** - Anyone who furnishes an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured as a municipality or other governmental entity or emergency services organization.

**CA 78 11VA - ElitePac® Commercial Automobile Extension Schools Non-Ownership Extension - Schools** - Anyone who supplies an "auto" is an insured but only to the extent of liability arising out of activities being performed on behalf of the insured.

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## IMPORTANT NOTICE TO POLICYHOLDERS

### COMMERCIAL UMBRELLA LIABILITY

### VEHICLE SHARING EXCLUSION

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE DESCRIBES THE CHANGES TO THE COMMERCIAL UMBRELLA LIABILITY COVERAGE PART THAT MAY BE CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

Carefully read your policy, including the endorsements attached to your policy.

**CXL 518 Vehicle Sharing Exclusion** is now included on the renewal of your Commercial Umbrella Liability Coverage:

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#### REDUCTIONS IN COVERAGE

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Form **CXL 518 Vehicle Sharing Exclusion** amends the **Commercial Umbrella Liability Coverage Form, CXL 4**, by excluding coverage for the ownership, maintenance or use of any "covered auto" while it is being used in connection with a "vehicle sharing program."

"Vehicle sharing program" means system, program, platform, application or process that facilitates the sharing of an "auto" for use by individuals, businesses or other entities. This does not include the use of a "covered auto" while used in your business by you or your "employee".

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## IMPORTANT NOTICE TO POLICYHOLDERS

### COMMERCIAL GENERAL LIABILITY

### ADDITIONAL INSURED PROVISIONS

Thank you for choosing Selective to provide for your insurance needs.

**THIS NOTICE DESCRIBES THE CHANGES TO THE COMMERCIAL GENERAL LIABILITY COVERAGE FORM THAT MAY BE CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.**

This notice does not reference every editorial change made in your policy.

Carefully read your policy, including the endorsements attached to your policy.

Your Commercial General Liability policy contains one or more of the following forms for which an updated edition has been included on the policy:

- **CG 73 00 Elitepac® General Liability Endorsement** (or **CG 73 00FL** or **CG 73 00NY**);
- **CG 79 88 Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement** (or **CG 79 88FL** or **CG 79 88NY**); and/or
- **CG 79 21 Additional Insured - Owners, Lessees or Contractors - Completed Operations - Automatic Status**

These endorsements have been amended as follows:

1. The Additional Insured provisions included within these endorsements have been revised to remove the condition that the limits of insurance of the Named Insured's policy that are available to an additional insured will be limited to the extent required by written contract or written agreement or the amount of insurance available under the applicable limits of insurance, whichever is less.
2. In addition, the Additional Insured provisions in **CG 79 88 Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement** (or **CG 79 88FL** or **CG 79 88NY**), have been amended to include references to equivalent ISO forms/editions for ease of comparing to contractual requirements.

There is no reduction in coverage related to these changes.



## IMPORTANT NOTICE TO POLICYHOLDERS

### Commercial Automobile Coverage Part Business Auto Coverage Form Auto Dealers Coverage Form

#### Broadenings, Reductions and Clarifications in Coverage

Thank you for choosing Selective to provide for your insurance needs.

THIS NOTICE DESCRIBES THE MAJOR CHANGES TO THE COMMERCIAL AUTOMOBILE COVERAGE FORM(S) AND/OR ENDORSEMENT(S) THAT MAY BE CONTAINED IN YOUR INSURANCE POLICY. THIS NOTICE IS NOT PART OF YOUR POLICY AND DOES NOT PROVIDE COVERAGE. FOR COMPLETE INFORMATION ON ALL COVERAGE, TERMS, CONDITIONS AND EXCLUSIONS, PLEASE REVIEW YOUR POLICY AND ITS DECLARATION PAGE. IF THERE IS ANY CONFLICT BETWEEN YOUR POLICY AND THIS NOTICE, THE PROVISIONS OF THE POLICY WILL GOVERN.

Highlighted below are areas within the Policy that reduce, broaden or reinforce coverage. This notice does not reference every change, including editorial changes, made to your policy. Not every endorsement referenced below will necessarily apply to every policy.

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#### BUSINESS AUTO COVERAGE FORM — CA 00 01 AUTO DEALERS COVERAGE FORM — CA 00 25

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#### BROADENINGS IN COVERAGE

CA 23 30 - MOTOR CARRIER ENDORSEMENT

CA 23 40 - MINNESOTA MOTOR CARRIER ENDORSEMENT

CA 23 07 - VIRGINIA MOTOR CARRIER ENDORSEMENT

The following changes may result in a broadening of coverage:

- Paragraph B.1.c. of the **Who Is An Insured** provision replaces the "connected to" wording in order to accommodate situations where a trailer is being used with, but is temporarily detached from, a covered auto that is a power unit.
- Paragraph B.1.d., which generally grants insured status to the lessor of a covered auto, is revised, in part, to: Not hinge insured status upon the existence of a hold harmless agreement; Apply limitations of the provision only to the extent required by such hold harmless agreement; and Accommodate situations where a hold harmless agreement might be separate from the written lease agreement.
- Paragraphs E.5.a. and E.5.b. of the **Other Insurance - Primary And Excess Insurance Provisions** Condition, which generally address primacy of coverage when other collectible insurance may apply to a covered auto in hired and borrowed auto situations, are revised to eliminate the qualifier for written lease and/or hold harmless agreements under certain circumstances.

## REDUCTIONS IN COVERAGE

### CA 23 30 - MOTOR CARRIER ENDORSEMENT

### CA 23 40 - MINNESOTA MOTOR CARRIER ENDORSEMENT

### CA 23 07 - VIRGINIA MOTOR CARRIER ENDORSEMENT

The following change may result in reduction of coverage:

- New Paragraph B.1.b.(6) of the **Who Is An Insured** provision generally precludes another motor carrier from insured status when such other motor carrier is using a covered trailer in such other motor carrier's business.

### CA 01 09 - GEORGIA CHANGES

### CA 01 63 - GEORGIA CHANGES - AUTO DEALERS COVERAGE FORM

The **Concealment, Misrepresentation Or Fraud** condition amended in paragraph C.3. is expanded to exclude payment for "loss" or damage involving any misrepresentations, omissions, concealment of facts or incorrect statements that are:

- Fraudulent;
- Material to either the acceptance of the risk or to the hazard assumed by us; or
- If we, in good faith, would not have issued the policy or contract, issued a policy or contract in as large an amount or at the premium rate, or provided coverage with respect to the hazard resulting in the loss, if the true facts had been known to us as required either by the application for the Policy or contract or otherwise.

## REINFORCEMENTS IN COVERAGE OR EDITORIAL REVISIONS

### CA 04 43 - WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

This endorsement has been revised to address a typo in Paragraph A. by changing the word "contact" to "contract".

### CA 27 05 - UNMANNED AIRCRAFT EXCLUSION FOR GENERAL LIABILITY COVERAGES

This endorsement has been revised to remove the phrases "own or rent" from Paragraph A.2.g.(2)(a) for consistency with the Aircraft, Auto Or Watercraft Exclusion under the General Liability Coverages section of the Auto Dealers Coverage Form.

### CA 27 06 - Unmanned Aircraft Exclusion For General Liability Coverages - (Bodily Injury And Property Damage Liability Only)

This endorsement has been revised to remove the phrase "own or rent" from Paragraph 2.g.(2)(a) for consistency with the Aircraft, Auto Or Watercraft Exclusion under the General Liability Coverages section of the Auto Dealers Coverage Form.

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## **IMPORTANT NOTICE TO POLICYHOLDERS STATEMENT OF VALUES**

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISION OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED. IF THERE IS ANY CONFLICT BETWEEN THE POLICY AND THIS NOTICE, THE PROVISION OF THE POLICY SHALL PREVAIL.

SELECTIVE

### **REGARDING YOUR COVERAGES, LIMITS, AND VALUATIONS**

A Statement of Values is your official acknowledgment and agreement that all coverages, limits, and valuations provided by your policy are adequate and accurate. Selective Insurance previously required you to submit an updated Statement of Values for each renewal term. Selective Insurance is no longer requiring an annual Statement of Values.

You are responsible for selecting the appropriate amount of coverage to ensure limits are accurate and adequate. Please refer to the Quote Summary or Declarations to review your coverages, limits, and valuations which will now serve as the Statement of Values for the associated policy term. Contact your agent for any needed changes.

300000S 2425406 982

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Insurance is provided by the Company designated on the Declarations Page of this policy. The addresses of all Selective Insurance Companies are shown below:

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, NJ 07890

Selective Way Insurance Company  
40 Wantage Avenue  
Branchville, NJ 07890

Selective Insurance Company of South Carolina  
900 E. 96th Street, Suite 400  
Indianapolis, IN 46240

Selective Insurance Company of New York  
300 Olympic Towers  
300 Pearl Street  
Buffalo, NY 14202

Selective Insurance Company of the Southeast  
900 E. 96th Street, Suite 400  
Indianapolis, IN 46240

Selective Insurance Company of New England  
40 Wantage Avenue  
Branchville, NJ 07890

Administrative Offices of all Selective Insurance Companies are located at:  
40 Wantage Avenue  
Branchville, NJ 07890

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MISC-1693 09 19

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300000S 2425406 963



**NOTICE OF INFORMATION PRACTICES (LONG FORM)****MISC-798 06 01**

Your application or information you provide in connection with a claim is our major source of information. However, in order to evaluate your application for insurance, to service your policy or to process a claim, we may ask for additional information about you and any person who will be insured under this policy or who is the subject of the claim. This is sometimes necessary to make certain that the statements on your application are accurate or to process the claim. We may also need more details than you have already given us.

**INFORMATION WE COLLECT**

In connection with an application, the information that we may collect will enable us to make possible judgments about your character, habits, hobbies, finances, occupation, general reputation, health or other personal characteristics. In connection with a claim, the information we may collect will enable us to process the claim.

We may obtain this information from several sources. For example, we may contact any physician, clinic or hospital where any persons to be insured or making a claim have been treated. We may need information from your employer. But, before we ask for information from any of these sources, we will ask you to sign an authorization, which gives us permission to proceed, unless authorization is not required by law.

We may get information by talking or writing to other insurance companies to which you applied for a policy or with which you have made a claim, members of your family, neighbors, friends, your insurance agent and others who know you. We may also obtain information from motor vehicle reports, court records, or photographs of the property you want insured or with regard to which you have made a claim.

**CONSUMER REPORTS**

It is common for an insurance company to order a report from an independent organization — a consumer reporting agency or an insurance-support organization — to verify and add to the information that you have given us. These reports are used to help us decide if you qualify for the insurance for which you have applied or to evaluate the claim you have made.

They may:

- ☐ pertain to your mode of living, character, general reputation and personal characteristics such as health, job and finances.
- ☐ contain information on your marital status, driving records, etc.
- ☐ include information on the loss history of your property.
- ☐ include information gathered by talking or writing to you or members of your family, neighbors, friends, your insurance agent and others who know you.
- ☐ include information from motor vehicle reports, court records or photographs of your property and/or the property involved in the claim.

Upon your request, the consumer reporting agency or insurance-support organization will attempt to interview you in connection with any report it prepares. The information may be kept by the reporting organization and may later be given to others who use its services. It will be given only to the extent permitted by the Federal Fair Credit Reporting Act and your local state law, if any. Upon request and identification, the consumer reporting agency or insurance-support organization will provide you with a copy of the report.

**MISC-798 06 01****Page 1 of 2****INSURED'S COPY**

3000005 2425406 984

MISC-798 06 01

## DISCLOSURE OF INFORMATION

Information we collect about you will not be given to anyone without your consent, except when necessary to conduct our business. There are some disclosures which may be made without your prior authorization. These include:

- \_\_\_\_\_ Persons or organizations who need the information to perform a professional, business or insurance function for us, such as businesses that assist us with data processing or marketing.
- \_\_\_\_\_ Other insurance companies, agents, or consumer reporting agencies as it may be needed in connection with any application, policy or claim involving you.
- \_\_\_\_\_ Adjusters, appraisers, investigators and attorneys who need the information to investigate or settle a claim involving you.
- \_\_\_\_\_ An insurance -support organization which is established to collect information for the purpose of detecting and preventing insurance crimes or fraudulent claims.
- \_\_\_\_\_ A medical professional or institution to verify your insurance coverage or inform you of a medical condition of which you may not be aware.
- \_\_\_\_\_ Persons or organizations that conduct scientific research, including actuarial or underwriting studies.
- \_\_\_\_\_ Persons or organizations that will use the information for sales purposes, unless you indicate in writing to us that you do not want the information disclosed for this purpose.
- \_\_\_\_\_ Our affiliated companies for auditing our operations and for marketing an insurance product or service.

In addition, we may provide information to state insurance departments in connection with their regulatory authority and to other governmental or law enforcement authorities to protect our legal interests or in cases of suspected fraud or illegal activities.

## YOUR INSURANCE POLICY FILES

Information we collect about you will be kept in our policy files. We may refer to this information if you file a claim for benefits under any policy you have with us or if you apply to us for a new policy. You have the right to know what kind of information we keep in our files about you, to have access to the information, and to receive a copy. There are some types of information; however, to which we are not required to give you access. This type of information is generally collected when we evaluate a claim or when the possibility of a lawsuit exists.

If you want information from your files, please contact us. There may be a nominal charge for copies of records. If you think your file contains incorrect information, notify us indicating what you believe is incorrect and your reasons. We will reinvestigate the matter and either correct our records or place a statement from you in our files explaining why you believe the information is incorrect. We will also notify persons or organizations to whom we previously disclosed the information of the change or your statement.

## CONFIDENTIALITY AND SECURITY OF PERSONAL INFORMATION

We restrict access to personal information to those individuals who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with legal standards and ensure the confidentiality of personal information in accordance with our policy.

## TREATMENT OF PERSONAL INFORMATION OF FORMER CUSTOMERS AND APPLICANTS

We adhere to this personal information privacy policy even when a customer relationship no longer exists. Disclosures about former applicants and customers may be made without prior authorization as permitted by law.

If you have any questions about our information practices, please contact us.

MISC-798 06 01

Page 2 of 2

INSURED'S COPY

Issued by The Stock Insurance Company

Policy Number

S 2425406

**SELECTIVE WAY INSURANCE COMPANY**

40 WANTAGE AVENUE, BRANCHVILLE, NJ 07890

**COMMERCIAL POLICY COMMON DECLARATION****Named Insured and Address**

RENOVATION CHURCH OF ATLANTA, INC. DBA. RENOVATION CHURCH  
1775 WATER PL SE  
ATLANTA, GA 30339-2031

**Policy Period**From: **SEPTEMBER 30, 2024**To: **SEPTEMBER 30, 2025**

12:01 A.M Standard Time At  
Location of Designated Premises.

**Named Insured is:**  
CORPORATION

**Producer Number:**

00-37124-00000

**Producer:**

SOVEREIGN INSURANCE GROUP  
PENNSYLVANIA

**Schedule of Coverage**

COMMERCIAL PROPERTY COVERAGE  
COMMERCIAL GENERAL LIABILITY COVERAGE  
COMMERCIAL AUTOMOBILE COVERAGE  
COMMERCIAL UMBRELLA COVERAGE  
COMMERCIAL ABUSE OR MOLESTATION COVG  
COMMERCIAL CRIME COVERAGE  
CYBER LIABILITY

PREMIUM INCLUDES      TERRORISM - CERTIFIED ACTS      \$901.00

In return for payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance indicated in the schedule above. Insurance is provided only for those coverages for which a specific limit is shown on the attached coverage declaration(s).

**PAYMENT METHOD****Total Policy Premium**

\$35,933.00

D/B - Q

(This premium may be subject to adjustment.)

Date Issued: **SEPTEMBER 12, 2024**Issuing Office: **MID ATLANTIC REGION**

Authorized Representative \_\_\_\_\_

20000FS 2425406 986

IL-7025 (11/89)

INSURED'S COPY

<b>Policy Number</b> <b>S 2425406</b>
------------------------------------------

**SCHEDULE OF LOCATIONS****Policy Effective Date: September 30, 2024****Schedule Effective Date: SEPTEMBER 30, 2024****Prem.  
No.****1****Location****1775 WATER PL SE  
ATLANTA, GA 30339****Bldg.  
No.****1****Occupancy****CHURCH AND OFFI**

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IL-7035 (08/93)

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CG 70 35 COMMERCIAL LIABILITY COVG DECLARATION 0690  
 CG 00 01 CGL COV FORM (OCCURRENCE) 0413  
 CG 04 35 EMPLOYEE BENEFITS LIAB COVERAGE 1207  
 CG 20 22 ADDL INSD-CHURCH MEM OFF AND VOL WORKERS 1001  
 CG 21 06 EXCL ACCESS DISCL CONT PERS INF-W/LIN BI 0514  
 CG 21 47 EMPLOYMENT-RELATED PRACTICES EXCL 1207  
 CG 21 67 FUNGI OR BACTERIA EXCLUSION 1204  
 CG 21 70 CAP ON LOSSES FROM CERT ACTS OF TERROR 0115  
 CG 21 96 SILICA OR SILICA-RELATED DUST EXCLU ACT 0305  
 CG 25 04 DESIGNATED LOCATION(S) GENERAL AGG LIMIT 0509

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART:

IL 09 85 DISCL PURSUANT TO TERR RISK INS ACT 1220  
 IL 09 52 CAP ON LOSS FROM CERT ACTS OF TERRORISM 0115  
 IL 02 62 GEORGIA CHANGES-CANCELLATION/NONRENEWAL 0224  
 CG 80 14 CYBER INCIDENT EXCLUSION 1022  
 CG 76 75 VALUABLE PAPERS COVERAGE END 0116  
 CG 76 74 TOOLS AND EQUIPMENT COVERAGE END 0116  
 CG 76 73 SALES/PERSONS SAMPLES COVERAGE END 0116  
 CG 76 72 PROPERTY IN TRANSIT COVERAGE END 0116  
 CG 76 71 PERSONAL EFFECTS COVERAGE END 0116  
 CG 76 70 MOBILE EQUIPMENT COVERAGE END 0116  
 CG 76 69 INSTALLATION PROPERTY COVERAGE END 0116  
 CG 76 68 FINE ARTS COVERAGE ENDORSEMENT 0116  
 CG 76 67 ELECTRONIC INFORMATION SYSTEMS COVER END 0116  
 CG 76 64 ACCOUNTS RECEIVABLE COVERAGE ENDORSEMENT 0116  
 CG 76 61 BI ACTUAL LOSS SUST - 18 MONTH LIMIT END 0116  
 CG 76 35 ELITEPAC SCHEDULE - COMMUNITY OF FAITH 0116  
 CG 76 34 COMMUNITY OF FAITH ELITEPAC PROP EXT END 0721  
 CG 76 30 ELITEPAC PROPERTY EXT END 0721  
 CG 76 23 COMMERCIAL PROP MORTGAGE HOLDERS SCHED 1011  
 CG 75 51 SYSTEMS POWER PAC 0511  
 CG 15 32 CIVIL AUTHORITY CHANGE(S) 0607  
 CG 12 11 BURGLARY AND ROBBERY PROTECTIVE SYS 1000  
 CG 10 30 CAUSES OF LOSS-SPECIAL FORM 0917  
 CG 04 11 PROTECTIVE SAFEGUARDS 1012  
 CG 01 40 EXCL OF LOSS DUE TO VIRUS OR BACTERIA 0706  
 CG 01 31 GEORGIA CHANGES 0120  
 CG 00 90 COMMERCIAL PROPERTY CONDITIONS 0788  
 CG 00 30 BUSINESS INCOME COVERAGE (W/EX EXP) 1012  
 CG 00 10 BUILDING & PERSONAL PROPERTY COVERAGE FM 1012  
 CG 70 26 COMMERCIAL PROP DEC 0617

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
 COMMERCIAL PROPERTY COVERAGE PART:

IL 70 25 COMMERCIAL POLICY COMMON DECLARATION 1189  
 IL 70 36 SCHEDULE OF LOCATIONS 0193  
 IL 00 03 CALCULATION OF PREMIUM 0908  
 IL 00 17 COMMON POLICY CONDITIONS 1198  
 IL 00 21 NUCLEAR ENERGY LIABILITY EXCLUSION 0908  
 IL 70 72 GA CHANGES - CANC AND NONRENEWAL 0224  
 IL 79 15 IDENTIFY RECOVERY COVERAGE 0117  
 IL 89 48 EXCLUSION-LEAD HAZARD 0818  
 IL 89 56 ASBESTOS EXCLUSION 0522

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
 COMMON COVERAGE PART:

Policy Effective Date: September 30, 2024 Schedule Effective Date: SEPTEMBER 30, 2024

## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Number

S 2425406

20000FS 2425406 988

**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

<b>Policy Number</b> <b>S 2425406</b>
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## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: September 30, 2024

Schedule Effective Date: SEPTEMBER 30, 2024

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG 40 32	0523	EXCLUSION-PFAS
CG 70 49	0100	RESERVATIONS-WAKE UP SERVICE LIAB
CG 70 65	0994	COVG C MED PAY ENHANCEMENT
CG 73 00GA	1123	ELITEPAC GENERAL LIABILITY EXT END
CG 73 03	0116	COMMUNITY OF FAITH ELITEPAC GL EXT END
CG 79 35	0708	PRODUCT RECALL EXPENSE COV ENDT
CG 79 72	0511	D&O LIABILITY COV (REL INSTITUTIONS)
CG 79 74	0511	PERSONAL RELIGIOUS COUNSELING LIAB
CG 79 97	1116	GENERAL AGGREGATE LIMIT PER PROJECT
CG 80 29	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CG 80 64	0923	EXCL-VIOLS OF LAW DATA PRIV (INCL BIPA)
IL 02 62	0224	GEORGIA CHANGES-CANCELLATION&NONRENEWAL
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
BUSINESS AUTOMOBILE COVERAGE PART:

CA 41 60	0424	BUSINESS AUTO DEC - PAGE 1
CA 41 61	0424	BUSINESS AUTO DEC - PAGE 2
CA 41 62	0424	BUSINESS AUTO DEC - PAGE 3
CA 41 63	0424	BUSINESS AUTO DEC - PAGE 4
CA 00 01	1120	BUSINESS AUTO COVERAGE FORM
CA 01 09	1223	GEORGIA CHANGES
CA 04 42	1013	EXCL FED EMPLOYEES USING AUTO IN GOV BUS
CA 20 54	1120	EMPLOYEE HIRED AUTOS
CA 21 11	1013	GEORGIA UNINSURED MOTORISTS
CA 24 02	1013	PUBLIC TRANSPORTATION AUTOS
CA 70 38	0818	PHYSICAL DAMAGE COVERAGE
CA 77 74	0706	LIMITED MOBILE EQUIPMENT COVERAGE
CA 78 08	0424	COMMUNITY OF FAITH ELITEPAC AUTO EXT END
CA 78 09	0424	ELITEPAC COMMERCIAL AUTOMOBILE EXTENSION
CA 78 18	0424	ELITEPAC COMM AUTO EXT SCHED-COF
CA 80 23	0610	ABUSE OR MOLESTATION LIAB COV EXCL
CA 89 27	0424	RACING EXCLUSION
CA 89 30	1123	CAR SHARING EXCLUSION
CA 99 03	1013	AUTO MEDICAL PAYMENTS COVERAGE
IL 02 62	0224	GEORGIA CHANGES-CANCELLATION&NONRENEWAL

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL UMBRELLA COVERAGE PART:

CX 00 03	0199	COMMERCIAL EXCESS/UMBRELLA DEC
CXL 4	0403	COMMERCIAL UMBRELLA LIAB COVG
CXL 17	1099	ASBESTOS EXCLUSION
CXL 63	0199	PROPERTY OF OTHERS EXCLUSION
CXL 65	0424	RACING OR STUNTING EXCLUSION
CXL 113	0714	PERS REL COUNSELING LIAB LIMITATION
CXL 119	1019	WATERCRAFT LIABILITY LIMITATION
CXL 121	0199	RELIGIOUS INSTITUTIONS D & O
CXL 132	0403	PERSONAL & ADVERTISING INJURY LIAB
CXL 169	0224	GA CHANGES-CANCELLATION & NONRENEWAL
CXL 211	0403	EMPLOYEE BENEFITS LIABILITY LIMITATION
CXL 318	0403	EXCLUSION - LEAD HAZARD
CXL 383	0702	FUNGI OR BACTERIA EXCLUSION
CXL 388	0115	CAP ON LOSSES FROM CERT ACTS OF TERR
CXL 400	0403	NUCLEAR ENERGY LIABILITY EXCLUSION END
CXL 412	0305	SILICA OR SILICA-RELATED DUST EXCL

  
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**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

IL-7035 (08/93)

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20000FS 2425406 989



<b>Policy Number</b> <b>S 2425406</b>
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## COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE

Policy Effective Date: September 30, 2024

Schedule Effective Date: SEPTEMBER 30, 2024

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL UMBRELLA COVERAGE PART:

CXL 426	0610	ABUSE OR MOLEST LIAB COV FOLLOW FORM
CXL 453	0413	EXCL-EMPLOYMENT PRACTICES LIABILITY
CXL 462	1115	COMMERCIAL UMBRELLA LIABILITY
CXL 482	0423	PUBLIC OR LIVERY/TNS&ONDEMAND SRV EXCL
CXL 497	0620	EXCLUSION - CYBER LIABILITY
CXL 510	0123	DEFINITION OF SUB-LIMIT AMENDED
CXL 515	0123	AMEND TO WHO IS AN INS - ADD'L INS
CXL 517	0923	EXCLUSION-PFAS
CXL 519	0923	EXCL-VIOLS OF LAW DATA PRIV (INCL BIPA)
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
ABUSE OR MOLESTATION COVERAGE PART:

AM 00 07	0610	ABUSE OR MOLESTATION OCCUR LIAB COV DEC
AM 00 01	0610	ABUSE OR MOLESTATION LIAB COV PART
AM 00 02	0610	INNOCENT EMPLOYEE VOLUNTEER
AM 00 31	0115	CAP ON LOSSES FROM CERT ACTS OF TRSM
AM 00 37	0621	ADDL INSURED - AUTOMATIC STATUS
AM 01 01GA	0621	DEFINITION OF DAMAGES AMENDED
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
COMMERCIAL CRIME FIDELITY COVERAGE PART:

CR 70 26	0292	COMMERCIAL CRIME COVERAGE DECLARATION
CR 00 21	0506	COMMERCIAL CRIME COVERAGE FORM
CR 01 32	0702	GA CHANGES-CONCEALMENT MISREP OR FRAUD
CR 70 36	0116	ERISA INFLATION GUARD ENDORSEMENT
CR 79 13	0109	COMPUTER FRAUD ADDITIONAL EXCL
CR 79 19	0116	COMMUNITY OF FAITH CRIME ELITEPAC END
IL 02 62	0215	GEORGIA CHANGES-CANCELLATION&NONRENEWAL
IL 09 35	0702	EXCL OF CERTAIN COMPUTER-RELATED LOSSES
SCR 25 47	0917	U.S.DEPT OF LABOR-ERISA PLAN COVERAGE

THE FOLLOWING FORMS AND ENDORSEMENTS ARE APPLICABLE TO THE  
CYBER LIABILITY COVERAGE PART:

CB 00 10	1219	CYBER LIABILITY DECLARATIONS CB0010
CB 00 01	1219	CYBER LIABILITY AND DATA BREACH COV FORM
CB 70 02	1219	GA CHANGES
CB 79 08	0620	ADDITIONAL INSURED - AUTO STATUS
CB 80 01	1219	NUCLEAR ENERGY EXCLUSION
CB 80 02	1219	RADIOACTIVE CONTAMINATION EXCLUSION
CB 80 03	1219	SANCTION LIMITATION AND EXCLUSION CLAUSE
IL 09 85	1220	DISCL PURSUANT TO TERR RISK INS ACT

  
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**NOTICE TO POLICYHOLDER:** All the forms and endorsements contained in this policy as of the "Schedule Effective Date" are listed above. Forms and endorsements added to the policy after this date will appear on a "Policy Changes" endorsement. Please read your policy and all "Policy Changes" carefully.

**NOTE:** All applicable "IL" endorsements will be attached in the Common Section of the policy.

IL-7035 (08/93)

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20000FS 2425406 990

## DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

POLICY NUMBER: S 2425406

IL 09 85 12 20

**THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS ENDORSEMENT DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.**

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### SCHEDULE — PART I

**Terrorism Premium (Certified Acts)      \$901.00**

**This premium is the total Certified Acts premium attributable to the following Coverage Part(s), Coverage Form(s) and/or Policy(ies):**

**COMMERCIAL PROPERTY COVERAGE PART  
GENERAL LIABILITY COVERAGE PART  
UMBRELLA LIABILITY COVERAGE PART**

**Additional information, if any, concerning the terrorism premium:**

### SCHEDULE — PART II

**Federal share of terrorism losses    80    %**

**(Refer to Paragraph B. in this endorsement.)**

**Information required to complete this Schedule, if not shown above, will be shown in the Declarations.**

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**A. Disclosure Of Premium**

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorist acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement or in the policy Declarations.

**B. Disclosure Of Federal Participation In Payment Of Terrorism Losses**

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage (as shown in Part II of the Schedule of this endorsement or in the policy Declarations) of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

**C. Cap On Insurer Participation In Payment Of Terrorism Losses**

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

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## CALCULATION OF PREMIUM

IL 00 03 09 08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and

- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

20000FS 2425406 994

# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

## (Broad Form)

IL 00 21 09 08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

20000FS 2425406 995



"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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# GEORGIA CHANGES — CANCELLATION AND NONRENEWAL

IL 02 62 02 15

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

20000FS 2425406 997

**A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation stating a future date on which the policy is to be cancelled, subject to the following:

- a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date we receive notice from the first Named Insured or the date specified in the notice, whichever is later. However, upon receiving a written notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation in writing to the first Named Insured.
- b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.

**B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:**

**5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

- C. The following is added to the **Cancellation Common Policy Condition** and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit or restrict coverage;

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew, increase the premium or limit or restrict coverage.

- D. The following provisions apply to insurance covering residential real property only provided under the:

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the **Cancellation Common Policy Condition** and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.

2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:

- a. Nonpayment of premium, whether payable to us or to our agent;
- b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
- c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
- d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

- E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation Common Policy Condition**:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

# GEORGIA CHANGES — CANCELLATION AND NONRENEWAL

IL 02 62 02 24

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:**

**1. The first Named Insured shown in the Declarations may cancel this policy by:**

- a. Returning this policy to us; or
- b. Giving us or our authorized agent advance notice of cancellation in one of the following ways:
  - (1) Orally;
  - (2) Electronically; or
  - (3) Mailing or delivering to us written notice;

stating a future date on which the policy is to be cancelled, subject to the following:

- a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date:
  - (1) This policy is returned to us;
  - (2) We receive notice from the first Named Insured; or
  - (3) Specified in the notice;
 whichever is later.

However, upon receiving a notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation to the first Named Insured.

- b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.
- c. In the event of oral cancellation, we shall, within 10 days provide the first Named Insured, electronically or in writing, confirmation of such requested cancellation.
- d. We may require that the first Named Insured provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation taking effect.

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**B. Paragraph A.5. of the Cancellation Common Policy Condition is replaced by the following:**

**5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

**C. The following is added to the Cancellation Common Policy Condition and supersedes any other provisions to the contrary:**

If we decide to:

- 1. Cancel or nonrenew this policy;
- 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- 3. Change any policy provision which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. § 33-24-47(g);

then:

We will mail or deliver notice of our action as described in Paragraphs 1. and 2. above to the first Named Insured and lienholder, if any, at the last mailing address known to us. We will mail or deliver notice of our action regarding any change in policy provisions as described in Paragraph 3. above to the first Named Insured. Except as applicable as described in Paragraph D. or E. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium;

- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium;
- c. 45 days before the expiration date of this policy if we decide to nonrenew or increase the premium; or
- d. 45 days prior to the effective date of the proposed change which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. § 33-24-47(g).

**D. The following provisions apply to insurance covering residential real property only provided under the:**

Capital Assets Program (Output Policy) Coverage Part;

Commercial Property Coverage Part;

Farm Coverage Part;

if the named insured is a natural person.

With respect to such insurance, the following is added to the Cancellation Common Policy Condition and supersedes any provisions to the contrary except as applicable as described in Paragraph E.:

- 1. When this policy has been in effect for 60 days or less and is not a renewal with us, we may cancel for any reason by notifying the first Named Insured at least 10 days before the date cancellation takes effect.
- 2. When this policy has been in effect for more than 60 days, or at any time if it is a renewal with us, we may cancel for one or more of the following reasons:
  - a. Nonpayment of premium, whether payable to us or to our agent;
  - b. Upon discovery of fraud, concealment of a material fact, or material misrepresentation made by or with the knowledge of any person insured under this policy in obtaining this policy, continuing this policy or presenting a claim under this policy;
  - c. Upon the occurrence of a change in the risk which substantially increases any hazard insured against; or
  - d. Upon the violation of any of the material terms or conditions of this policy by any person insured under this policy.

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We may cancel by providing notice to the first Named Insured at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 45 days before the effective date of cancellation if we cancel for any of the reasons listed in b., c. or d. above.

E. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation** Common Policy Condition:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.

2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.

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## EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

IL 09 35 07 02

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
STANDARD PROPERTY POLICY

**A.** We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.

1. The failure, malfunction or inadequacy of:

a. Any of the following, whether belonging to any insured or to others:

- (1) Computer hardware, including microprocessors;
- (2) Computer application software;
- (3) Computer operating systems and related software;
- (4) Computer networks;
- (5) Microprocessors (computer chips) not part of any computer system; or
- (6) Any other computerized or electronic equipment or components; or

b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph **A.1.a.** of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

2. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph **A.1.** of this endorsement.

**B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:

1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or

2. Under the Commercial Property Coverage Part:

a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss — Special Form; or

b. In a Covered Cause of Loss under the Causes Of Loss — Basic Form or the Causes Of Loss — Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

**C.** We will not pay for repair, replacement or modification of any items in Paragraphs **A.1.a.** and **A.1.b.** of this endorsement to correct any deficiencies or change any features.

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20000FS 2425406 002

## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

IL 09 52 01 15

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
STANDARD PROPERTY POLICY

#### A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

#### B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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**GEORGIA CHANGES — CANCELLATION AND NONRENEWAL**

IL 70 72 02 24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance under the following:

ABUSE OR MOLESTATION COVERAGE FORM  
 ASSISTED LIVING FACILITIES PROFESSIONAL LIABILITY COVERAGE FORM  
 CONTRACTORS ERRORS AND OMISSIONS COVERAGE FORM  
 CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM  
 EMPLOYMENT PRACTICES LIABILITY COVERAGE FORM  
 MANUFACTURERS ERRORS AND OMISSIONS LIABILITY COVERAGE FORM  
 PESTICIDE AND HERBICIDE APPLICATOR COVERAGE FORM  
 POLICE PROFESSIONAL LIABILITY COVERAGE FORM  
 PROFESSIONAL LIABILITY COVERAGE FORM  
 PUBLIC OFFICIALS LIABILITY COVERAGE FORM  
 SCHOOL BOARD LEGAL LIABILITY COVERAGE FORM  
 SOCIAL SERVICE ORGANIZATION PROFESSIONAL LIABILITY COVERAGE FORM  
 TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM  
 VOLUNTEER EMERGENCY SERVICES MANAGEMENT LIABILITY COVERAGE FORM

**A. Paragraph A.1. of the Cancellation Common Policy Condition is replaced by the following:**

**1. The first Named Insured shown in the Declarations may cancel this policy by:**

- a. Returning this policy to us; or
- b. Giving us or our authorized agent advance notice of cancellation in one of the following ways:
  - (1) Orally;
  - (2) Electronically; or
  - (3) Mailing or delivering to us written notice;

stating a future date on which the policy is to be cancelled, subject to the following:

- a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date:
  - (1) The policy is returned to us;
  - (2) We receive notice from the first Named Insured; or
  - (3) Specified in the notice;
 whichever is later.

However, upon receiving a notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation to the first Named Insured.

- b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days' notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice; or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.

- c. In the event of oral cancellation, we shall, within 10 days provide the first Named Insured, electronically or in writing, confirmation of such requested cancellation.
- d. We may require the first Named Insured provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation to take effect.

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B. Paragraph A.5. of the **Cancellation Common Policy Condition** is replaced by the following:

**5. Premium Refund**

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.
- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

C. The following is added to the **Cancellation Common Policy Condition** and supersedes any other provisions to the contrary:

If we decide to:

1. Cancel or nonrenew this policy; or
2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
3. Change any policy provision which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. § 33-24-47(g);

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew or increase the premium; or
- d. 45 days prior to the effective date of the proposed change which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. § 33-24-47(g).

D. With respect to a policy that is written to permit an audit, the following is added to the **Cancellation Common Policy Condition**:

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested

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# IDENTITY RECOVERY COVERAGE IDENTITY THEFT CASE MANAGEMENT SERVICE AND EXPENSE REIMBURSEMENT

IL 79 15 01 17

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement applies to:

COMMERCIAL PROPERTY COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
COMMERCIAL OUTPUT POLICY COVERAGE PART

The following is added as an Additional Coverage. If this is being endorsed onto a multi-section form, it is added to the Property section:

### IDENTITY RECOVERY COVERAGE

We will provide the Case Management Service and Expense Reimbursement Coverage indicated below if all of the following requirements are met:

1. There has been an "identity theft" involving the personal identity of an "identity recovery insured" under this policy; and
2. Such "identity theft" is first discovered by the "identity recovery insured" during the policy period for which this Identity Recovery Coverage is applicable; and
3. Such "identity theft" is reported to us within 60 days after it is first discovered by the "identity recovery insured."

If all three of the requirements listed above have been met, then we will provide the following to the "identity recovery insured":

#### 1. Case Management Service

Services of an "identity recovery case manager" as needed to respond to the "identity theft"; and

#### 2. Expense Reimbursement

Reimbursement of necessary and reasonable "identity recovery expenses" incurred as a direct result of the "identity theft."

This coverage is additional insurance.

### EXCLUSIONS

The following additional exclusions apply to this coverage:

We do not cover loss or expense arising from any of the following.

1. The theft of a professional or business identity.

2. Any fraudulent, dishonest or criminal act by an "identity recovery insured" or any person aiding or abetting an "identity recovery insured", or by any authorized representative of an "identity recovery insured", whether acting alone or in collusion with others. However, this exclusion shall not apply to the interests of an "identity recovery insured" who has no knowledge of or involvement in such fraud, dishonesty or criminal act.

3. An "identity theft" that is not reported in writing to the police.

### LIMITS

Case Management Service is available as needed for any one "identity theft" for up to 12 consecutive months from the inception of the service. Expenses we incur to provide Case Management Service do not reduce the amount of limit available for Expense Reimbursement Coverage.

Expense Reimbursement Coverage is subject to a limit of \$25,000 annual aggregate per "identity recovery insured." Regardless of the number of claims, this limit is the most we will pay for the total of all loss or expense arising out of all "identity thefts" to any one "identity recovery insured" which are first discovered by the "identity recovery insured" during the present annual policy period. If an "identity theft" is first discovered in one policy period and continues into other policy periods, all loss and expense arising from such "identity theft" will be subject to the aggregate limit applicable to the policy period when the "identity theft" was first discovered.

Legal costs as provided under item d. of the definition of "identity recovery expenses" are part of, and not in addition to, the Expense Reimbursement Coverage limit.

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Item e. (Lost Wages) and item f. (Child and Elder Care Expenses) of the definition of "identity recovery expenses" are jointly subject to a sublimit of \$5,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to wages lost and expenses incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

Item g. (Mental Health Counseling) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expense Reimbursement Coverage limit. Coverage is limited to counseling that takes place within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

Item h. (Miscellaneous Unnamed Costs) of the definition of "identity recovery expenses" is subject to a sublimit of \$1,000. This sublimit is part of, and not in addition to, the Expenses Reimbursement Coverage limit. Coverage is limited to costs incurred within 12 months after the first discovery of the "identity theft" by the "identity recovery insured."

#### **DEDUCTIBLE**

Case Management Service is not subject to a deductible.

Expense Reimbursement Coverage is subject to a deductible of \$250. Any one "identity recovery insured" shall be responsible for only one deductible under this Identity Recovery Coverage during any one policy period.

#### **CONDITIONS**

The following additional conditions apply to this coverage:

##### **A. Help Line**

For assistance, the "identity recovery insured" should call us for:

1. Information and advice for how to respond to a possible "identity theft"; and
2. Instructions for how to submit a service request for Case Management Service and/or a claim form for Expense Reimbursement Coverage.

In some cases, we may provide Case Management services at our expense to an "identity recovery insured" prior to a determination that a covered "identity theft" has occurred. Our provision of such services is not an admission of liability under the policy. We reserve the right to deny further coverage or service if, after investigation, we determine that a covered "identity theft" has not occurred.

As respects Expense Reimbursement Coverage, the "identity recovery insured" must send to us, within 60 days after our request, receipts, bills or other records that support his or her claim for "identity recovery expenses."

##### **B. Services**

The following conditions apply as respects any services provided by us or our designees to any "identity recovery insured" under this endorsement:

1. Our ability to provide helpful services in the event of an "identity theft" depends on the cooperation, permission and assistance of the "identity recovery insured."
2. All services may not be available or applicable to all individuals. For example, "identity recovery insureds" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.
3. We do not warrant or guarantee that our services will end or eliminate all problems associated with an "identity theft" or prevent future "identity thefts."

#### **DEFINITIONS**

With respect to the provisions of this endorsement only, the following definitions are added:

1. **"Identity Recovery Case Manager"** means one or more individuals assigned by us to assist an "identity recovery insured" with communications we deem necessary for re-establishing the integrity of the personal identity of the "identity recovery insured." This includes, with the permission and cooperation of the "identity recovery insured," written and telephone communications with law enforcement authorities, governmental agencies, credit agencies and individual creditors and businesses.
2. **"Identity Recovery Expenses"** means the following when they are reasonable and necessary expenses that are incurred as a direct result of an "identity theft":
  - a. Costs for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of an "identity theft."
  - b. Costs for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of your efforts to report an "identity theft" or amend or rectify records as to your true name or identity as a result of an "identity theft."



- c. Costs for credit reports from established credit bureaus.
- d. Fees and expenses for an attorney approved by us for the following:
- (1) The defense of any civil suit brought against an "identity recovery insured."
  - (2) The removal of any civil judgment wrongfully entered against an "identity recovery insured."
  - (3) Legal assistance for an "identity recovery insured" at an audit or hearing by a governmental agency.
  - (4) Legal assistance in challenging the accuracy of the "identity recovery insured's" consumer credit report.
  - (5) The defense of any criminal charges brought against an "identity recovery insured" arising from the actions of a third party using the personal identity of the "identity recovery insured."
- e. Actual lost wages of the "identity recovery insured" for time reasonably and necessarily taken away from work and away from the work premises. Time away from work includes partial or whole work days. Actual lost wages may include payment for vacation days, discretionary days, floating holidays and paid personal days. Actual lost wages does not include sick days or any loss arising from time taken away from self-employment. Necessary time off does not include time off to do tasks that could reasonably have been done during non-working hours.
- f. Actual costs for supervision of children or elderly or infirm relatives or dependents of the "identity recovery insured" during time reasonably and necessarily taken away from such supervision. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."
- g. Actual costs for counseling from a licensed mental health professional. Such care must be provided by a professional care provider who is not a relative of the "identity recovery insured."
- h. Any other reasonable costs necessarily incurred by an "identity recovery insured" as a direct result of the "identity theft."
- (1) Such costs include:
    - (A) Costs by the "identity recovery insured" to recover control over his or her personal identity.
    - (B) Deductibles or service fees from financial institutions.

(2) Such costs do not include:

- (A) Costs to avoid, prevent or detect "identity theft" or other loss.
- (B) Money lost or stolen.
- (C) Costs that are restricted or excluded elsewhere in this endorsement or policy.

3. **"Identity Recovery Insured"** means the following:

- a. When the entity insured under this policy is a sole proprietorship, the "identity recovery insured" is the individual person who is the sole proprietor of the insured entity.
- b. When the entity insured under this policy is a partnership, the "identity recovery insureds" are the current partners.
- c. When the entity insured under this policy is a corporation or other organization, the "identity recovery insureds" are all individuals having an ownership position of 20% or more of the insured entity. However, if and only if there is no one who has such an ownership position, then the "identity recovery insured" shall be:
  - (1) The chief executive of the insured entity.
  - (2) As respects a religious institution, the senior ministerial employee.
  - (3) As respects a school, school district or municipality, the senior administrator.
  - (4) As respects a not-for-profit corporation or other organization, which is not a religious institution, municipality, school, or school district, the executive director of the insured entity or the chairperson of the insured entity's board of directors.

An "identity recovery insured" must always be an individual person. The entity insured under this policy is not an "identity recovery insured."

4. **"Identity Theft"** means the fraudulent use of the social security number or other method of identifying an "identity recovery insured." This includes fraudulently using the personal identity of an "identity recovery insured" to establish credit accounts, secure loans, enter into contracts or commit crimes.

"Identity theft" does not include the fraudulent use of a business name, d/b/a or any other method of identifying a business activity.

All other provisions of this policy apply.

20000FS 2425406 008

## EXCLUSION — LEAD HAZARD

IL 89 48 08 18

### THIS EXCLUSION CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
AUTO DEALERS COVERAGE PART  
GARAGE POLICY (VIRGINIA ONLY)  
OWNERS and CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
SPECIAL PROTECTIVE and HIGHWAY LIABILITY POLICY - NEW YORK DEPARTMENT  
OF TRANSPORTATION

This Insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation or absorption of lead in any form;
  - b. "Property damage" or "personal and advertising injury" arising from the presence of lead in any form; or
  - c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize lead in any form;
- at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

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## ASBESTOS EXCLUSION

IL 89 56 05 22

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART  
BUSINESSOWNERS COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
AUTO DEALERS COVERAGE PART  
MOTOR CARRIER COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
PRODUCT/COMPLETED OPERATIONS LIABILITY COVERAGE PART

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
  - a. Structures or manufacturing processes containing "asbestos";
  - b. The disposal of "asbestos" or goods, products or materials containing "asbestos";
  - c. The storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
  - d. The removal of "asbestos" from any goods, products, materials, structures or manufacturing processes,whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
  - a. To investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
  - b. To pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
  - c. For any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

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Previous Policy Number  
S 2425406

Policy Number  
S 2425406

## COMMERCIAL PROPERTY COVERAGE DECLARATION

Policy Effective Date: September 30, 2024

Coverage Effective Date: SEPTEMBER 30, 2024

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule

### Coverage — Scheduled Locations

Prem. No.	Bldg. No.	Coverage	Limit of Insurance	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard
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### Coverage — Blanket Locations

Prem. No.	Bldg. No.	Coverage	Rating Value	Covered Cause of Loss	Coins	Deductible	Valuation	Inflation Guard	Blanket ID #
001	001	BUILDING	\$16,429,397	SPECIAL	90%	\$1,000	RC		1
001	001	BPP INCL STOCK	\$1,657,129	SPECIAL	90%	\$1,000	RC		1

### Business Income

Prem. No.	Bldg. No.	Coverage Type	Limit of Insurance	BI Waiting Period (hrs)	Coins	Monthly Limit of Indemnity	Max Period of Indemnity	Extended Period of Indemnity	Blanket ID #
1	1	BI INCLUDING RV	ACTUAL LOSS	72					

### Blanket Coverage

Blanket ID #	Blanket Group	Total Blanket Limit
BLANKET GROUP 1	FOR BUILDING AND BUSINESS PERS PROP	\$18,086,526

### Extra Expense

Prem. No.	Bldg. No.	Limit of Insurance	Monthly Limitation	Prem. No.	Bldg. No.	Limit	Monthly Limitation
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Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Premium Amount  
\$16,144.00

(This premium may be subject to adjustment)

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CP-7026 (06/17)

INSURED'S COPY

Previous Policy Number  
S 2425406

Policy Number  
S 2425406

## COMMERCIAL PROPERTY MORTGAGE HOLDERS SCHEDULE

Policy Effective Date: September 30, 2024		Schedule Effective Date: SEPTEMBER 30, 2024
Prem. No.	Bldg. No.	Mortgage Holder Name and Address
1	1	OCONEE STATE BANK ATTN: LOAN OPERATIONS 2055 SUGARLOAF CIRCLE, STE 50 DULUTH, GA 30097

20000FS 2425406 012

## PROTECTIVE SAFEGUARDS

POLICY NUMBER: S 2425406

COMMERCIAL PROPERTY  
CP 04 11 10 12

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

#### SCHEDULE

Premises Number	Building Number	Protective Safeguards Symbols Applicable
1	1	P-1
Describe Any "P-9":		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.		

**A. The following is added to the Commercial Property Conditions:**

**Protective Safeguards**

1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
2. The protective safeguards to which this endorsement applies are identified by the following symbols:

**"P-1" Automatic Sprinkler System**, including related supervisory services.

Automatic Sprinkler System means:

- a. Any automatic fire protective or extinguishing system, including connected:
  - (1) Sprinklers and discharge nozzles;
  - (2) Ducts, pipes, valves and fittings;
  - (3) Tanks, their component parts and supports; and
  - (4) Pumps and private fire protection mains.
- b. When supplied from an automatic fire protective system:
  - (1) Non-automatic fire protective systems; and
  - (2) Hydrants, standpipes and outlets.

**"P-2" Automatic Fire Alarm**, protecting the entire building, that is:

- a. Connected to a central station; or
- b. Reporting to a public or private fire alarm station.

**"P-3" Security Service**, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

**"P-4" Service Contract** with a privately owned fire department providing fire protection service to the described premises.

**"P-5" Automatic Commercial Cooking Exhaust And Extinguishing System** installed on cooking appliances and having the following components:

- a. Hood;
- b. Grease removal device;
- c. Duct system; and
- d. Wet chemical fire extinguishing equipment.

**"P-9"**, the protective system described in the Schedule.



**B. The following is added to the Exclusions section of:**

Causes Of Loss - Basic Form  
Causes Of Loss - Broad Form  
Causes Of Loss - Special Form  
Mortgageholders Errors And Omissions  
Coverage Form  
Standard Property Policy

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

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## LOSS PAYABLE PROVISIONS

POLICY NUMBER: S 2425406

COMMERCIAL PROPERTY

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
 BUILDERS' RISK COVERAGE FORM  
 CONDOMINIUM ASSOCIATION COVERAGE FORM  
 CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM  
 STANDARD PROPERTY POLICY

#### SCHEDULE

Prem. No.	Bldg. No.	Description of Property	Loss Payable	Provisions Applicable		Loss Payee (Name & Address)
				Lender's Loss Payable	Contract Of Sale	
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20000FS 2425406 015

**A.** When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part in this endorsement is replaced by the term Policy.

The following is added to the LOSS PAYMENT Loss Condition, as indicated in the Declarations or by an "X" in the Schedule:

#### **B. LOSS PAYABLE**

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

1. Adjust losses with you; and
2. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

#### **C. LENDER'S LOSS PAYABLE**

1. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:

- a. Warehouse receipts;
- b. A contract for deed;
- c. Bills of lading;
- d. Financing statements; or
- e. Mortgages, deeds of trust, or security agreements.

#### **2. For Covered Property in which both you and a Loss Payee have an insurable interest:**

- a. We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
- b. The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.
- c. If we deny your claim because of your acts or because you have failed to comply

with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:

- (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
- (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
- (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- d. If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

- (1) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

3. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or
  - b. 30 days before the effective date of cancellation if we cancel for any other reason.
4. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### **D. CONTRACT OF SALE**

1. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered a contract with for the sale of Covered Property.
2. For Covered Property in which both you and the Loss Payee have an insurable interest we will:
  - a. Adjust losses with you; and
  - b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.
3. The following is added to the OTHER INSURANCE Condition:  
For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

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**BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**

POLICY NUMBER: S 2425406

COMMERCIAL PROPERTY  
CP 12 11 10 00**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## COMMERCIAL PROPERTY COVERAGE PART

## SCHEDULE\*

Prem. No.	Bldg. No.	Protective Safeguards Symbols Applicable
1	1	BR-1

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**Describe any "BR-4":**

\* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**A. The following is added to the Commercial Property Conditions:****BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**

1. As a condition of this insurance, you are required to maintain the protective devices and/or services listed in the Schedule above.
2. The protective safeguard(s) to which this endorsement applies are identified by the following symbols:
  - a. "BR-1" Automatic Burglary Alarm, protecting the entire building, that signals to:
    - (1) An outside central station; or
    - (2) A police station.
  - b. "BR-2" Automatic Burglary Alarm, protecting the entire building, that has a loud sounding gong or siren on the outside of the building.

- c. "BR-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.

- d. "BR-4" The protective safeguard described in the Schedule.

**B. The following is added to the Exclusions section of the Causes Of Loss — Special Form:****BURGLARY AND ROBBERY PROTECTIVE SAFEGUARDS**

We will not pay for loss or damage caused by or resulting from theft if, prior to the theft, you:

1. Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
2. Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

**CIVIL AUTHORITY CHANGE(S)**

POLICY NUMBER: S 2425406

COMMERCIAL PROPERTY  
CP 15 32 06 07**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
 BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM  
 EXTRA EXPENSE COVERAGE FORM

**SCHEDULE**

Premises Number	Building Number	Schedule Part A Coverage Period (Number Of Days)	Schedule Part B Radius (Number Of Miles)
ALL	ALL		5 MILES
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

**A. Coverage Period**

Under the Additional Coverage — Civil Authority, the four-week coverage period is replaced by the number of days indicated in Part A of the Schedule, subject to all other provisions of that Additional Coverage. If there is no entry in Part A of the Schedule, the four-week coverage period continues to apply, subject to all other provisions of the Additional Coverage — Civil Authority.

**B. Radius**

The Additional Coverage — Civil Authority includes a requirement that the described premises are not more than one mile from the damaged property. Such one-mile radius is replaced by the number of miles indicated in Part B of the Schedule, subject to all other provisions of that Additional Coverage. If there is no entry in Part B of the Schedule, the one-mile radius continues to apply, subject to all other provisions of the Additional Coverage — Civil Authority.

C. The coverage provided under this endorsement does not increase the applicable Limit of Insurance.

Previous Policy Number

Policy Number

**ElitePac® Schedule — Comm·Unity® of Faith**

COVERAGE	LIMIT
Additional Costs	\$25,000
Additional Property Covered:	
The cost of excavations, grading, backfilling or filling	Included in Bldg Limit
Foundations of buildings, structures, machinery or boilers	Included in Bldg Limit
Personal property while airborne or waterborne	Included in BPP Limit
Underground pipes, flues or drains	Included in Bldg Limit
Arson, Theft and Vandalism Rewards (not applicable in New York)	\$25,000
Automated External Defibrillators	\$10,000
Back Up Of Sewer, Drain Or Sump - Direct Damage	\$250,000
Brands and Labels	Included in BPP Limit
Building Owner - Tenant Move Back Expenses	\$25,000
Business Income/Extra Expense Related Additional Coverages	
Auto Physical Damage Business Income	\$25,000
Back Up Of Sewer, Drain Or Sump - Business Income	\$100,000
Building Owner - Lessor's Leasehold Interest	\$25,000
Communicable Disease Extra Expense	\$25,000
Contractual Penalty	\$25,000
Denial of Service	\$25,000
Dependent Properties	\$100,000
Emergency Vacating Expense	\$25,000
Extended Period of Indemnity	180 Days
Food Contamination Shutdown	\$25,000
Increased Realty Tax Assessment	\$25,000
Ingress or Egress	\$50,000
Newly Acquired Locations - Business Income	\$250,000
Pollutant Clean-up and Removal - Business Income	\$25,000
Project R & D Documentation and Prototypes Business Income	Included in BI Limit
Terrorism Travel Expense	\$30,000
Transit Business Income	\$25,000
Unnamed Premises - Business Income	\$10,000
Utility Services - Time Element	\$25,000

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COVERAGE	LIMIT
Business Personal Property Seasonal Increase	10%
Change of Temperature and Humidity	Included
Claim Expenses	\$25,000
Consequential Loss to Stock	Included in Valuation
Debris Removal - Additional Limit	\$25,000
Deductible (waiver of multiple property deductibles)	Included
Deferred Payments	\$25,000
Donated Automobiles Held for Sale (not applicable in Massachusetts)	\$10,000
Dwelling Appurtenances	15% of Dwelling Limit
Dwelling Personal Property	\$10,000
Fire Department Service Charge	\$50,000
Fire Extinguishing Equipment	Actual Loss Sustained
Grave Markers and Headstones	\$25,000 Per Occurrence \$50,000 Any One Policy Year
Inland Marine Related Coverages	
Accounts Receivable	\$100,000
Electronic Information Systems (aka Computer Equipment and Electronic Data)	\$100,000
Fine Arts	\$50,000
Installation Property	\$25,000
Mobile Equipment	\$25,000
Personal Effects - Within the Coverage Territory	\$5,000 Per Person \$25,000 Per Occurrence
Personal Effects - Outside the Coverage Territory	\$5,000 Per Person \$25,000 Per Occurrence
Property in Transit - Within the Coverage Territory	\$50,000
Property in Transit - Outside The Coverage Territory	\$10,000
Refrigerated Property - In Transit	\$25,000
Salesperson's Samples - Within the Coverage Territory	\$25,000
Salesperson's Samples - Outside the Coverage Territory	\$10,000
Tools and Equipment	\$10,000
Valuable Papers and Records	\$100,000
Lock Replacement	\$10,000
Marring and Scratching	Included

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COVERAGE	LIMIT
Members and Guests Property	\$1,000 Per Person \$25,000 Per Occurrence
Newly Acquired or Constructed Property - Building Per Location	\$2,000,000
Newly Acquired or Constructed Property - Business Personal Property Per Location	\$500,000
Non-Owned Detached Trailers	\$10,000
Ordinance or Law Coverage	
Coverage A - Undamaged Parts of a Building	Included in Bldg Limit
Coverage B - Demolition Cost	\$500,000
Coverage C - Increased Cost of Construction	\$500,000
Coverage D - Tenants Improvements and Betterments	\$25,000
Outdoor Property	\$250,000
Outdoor Trees, Shrubs and Plants (\$2,500 any one item)	\$25,000
Personal Property and Personal Effects of Clergy	\$30,000
Personal Property At Unnamed Premises - Within The Coverage Territory	\$50,000
Personal Property At Unnamed Premises - Outside The Coverage Territory	\$25,000
Personal Property of Others	Included in BPP Limit
Pollutant Clean-up and Removal	\$25,000
Premises Boundary Increased Distance	1,500 Feet
Preservation of Property	60 Days
Replacement Cost Valuation for Personal Property of Others	Included
Selling Price Valuation	Included
Spoilage (formerly Refrigerated Property)	\$25,000
Tenant Building and Business Personal Property Coverage Required By Lease	\$25,000
Tenant's Building Glass Liability	Included in BPP Limit
Tenant Lease Assessment	\$5,000
Tenant Leasehold Improvements	\$25,000
Theft Damage to Building	Included in BPP Limit
Theft Limitation Amendments	
Furs	\$5,000
Patterns, Dies, Molds and Forms	Included in BPP Limit
Precious Metals	\$10,000
Utility Service - Direct Damage	\$25,000
Voluntary Parting by Trick, Scheme or Device	Included

## BUILDING AND PERSONAL PROPERTY COVERAGE FORM

COMMERCIAL PROPERTY  
CP 00 10 10 12

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H. Definitions.

### A. Coverage

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

#### 1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this section, A.1., and limited in A.2. Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

##### a. Building, meaning the building or structure described in the Declarations, including:

- (1) Completed additions;
- (2) Fixtures, including outdoor fixtures;
- (3) Permanently installed:
  - (a) Machinery; and
  - (b) Equipment;
- (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
  - (a) Fire-extinguishing equipment;
  - (b) Outdoor furniture;
  - (c) Floor coverings; and
  - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
- (5) If not covered by other insurance:
  - (a) Additions under construction, alterations and repairs to the building or structure;
  - (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.

### b. Your Business Personal Property

consists of the following property located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater:

- (1) Furniture and fixtures;
- (2) Machinery and equipment;
- (3) "Stock";
- (4) All other personal property owned by you and used in your business;
- (5) Labor, materials or services furnished or arranged by you on personal property of others;
- (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
  - (a) Made a part of the building or structure you occupy but do not own; and
  - (b) You acquired or made at your expense but cannot legally remove;
- (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property Of Others.

### c. Personal Property Of Others that is:

- (1) In your care, custody or control; and
- (2) Located in or on the building or structure described in the Declarations or in the open (or in a vehicle) within 100 feet of the building or structure or within 100 feet of the premises described in the Declarations, whichever distance is greater.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

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**2. Property Not Covered**

Covered Property does not include:

- a. Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- d. Bridges, roadways, walks, patios or other paved surfaces;
- e. Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- g. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - (1) The lowest basement floor; or
  - (2) The surface of the ground, if there is no basement;
- h. Land (including land on which the property is located), water, growing crops or lawns (other than lawns which are part of a vegetated roof);
- i. Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks;
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- l. Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- n. Electronic data, except as provided under the Additional Coverage, Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This Paragraph, n., does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system;
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data;
- p. Vehicles or self-propelled machines (including aircraft or watercraft) that:
  - (1) Are licensed for use on public roads; or
  - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-owned Detached Trailers; or

q. The following property while outside of buildings:

- (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), all except as provided in the Coverage Extensions.

### 3. Covered Causes Of Loss

See applicable Causes Of Loss form as shown in the Declarations.

### 4. Additional Coverages

#### a. Debris Removal

- (1) Subject to Paragraphs (2), (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises, when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
  - (a) Remove debris of property of yours that is not insured under this policy, or property in your possession that is not Covered Property;
  - (b) Remove debris of property owned by or leased to the landlord of the building where your described premises are located, unless you have a contractual responsibility to insure such property and it is insured under this policy;
  - (c) Remove any property that is Property Not Covered, including property addressed under the Outdoor Property Coverage Extension;
  - (d) Remove property of others of a type that would not be Covered Property under this Coverage Form;
  - (e) Remove deposits of mud or earth from the grounds of the described premises;

(f) Extract "pollutants" from land or water; or

(g) Remove, restore or replace polluted land or water.

(3) Subject to the exceptions in Paragraph (4), the following provisions apply:

(a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.

(b) Subject to (a) above, the amount we will pay for debris removal expense is limited to 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage. However, if no Covered Property has sustained direct physical loss or damage, the most we will pay for removal of debris of other property (if such removal is covered under this Additional Coverage) is \$5,000 at each location.

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

(a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.

(b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) applies, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$25,000.

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**(5) Examples**

The following examples assume that there is no Coinsurance penalty.

**Example 1**

Limit of Insurance:	\$	90,000
Amount of Deductible:	\$	500
Amount of Loss:	\$	50,000
Amount of Loss Payable:	\$	49,500
		(\$50,000 - \$500)
Debris Removal Expense:	\$	10,000
Debris Removal Expense Payable:	\$	10,000
(\$10,000 is 20% of \$50,000.)		

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and the debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore, the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).

**Example 2**

Limit of Insurance:	\$	90,000
Amount of Deductible:	\$	500
Amount of Loss:	\$	80,000
Amount of Loss Payable:	\$	79,500
		(\$80,000 - \$500)
Debris Removal Expense:	\$	40,000
Debris Removal Expense Payable		
Basic Amount:	\$	10,500
Additional Amount:	\$	25,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows:  $\$80,000 (\$79,500 + \$500) \times .25 = \$20,000$ , capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$40,000) exceeds 25% of the loss payable plus the deductible (\$40,000 is 50% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$40,000 = \$119,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$25,000, the maximum payable under Paragraph (4). Thus, the total payable for debris removal expense in this example is \$35,500; \$4,500 of the debris removal expense is not covered.

**b. Preservation Of Property**

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

**c. Fire Department Service Charge**

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for service at each premises described in the Declarations, unless a higher limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed.

This Additional Coverage applies to your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

No Deductible applies to this Additional Coverage.

**d. Pollutant Clean-up And Removal**

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.



The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12-month period of this policy.

**e. Increased Cost Of Construction**

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with the minimum standards of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.
- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
  - (a) You were required to comply with before the loss, even when the building was undamaged; and
  - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
  - (a) The enforcement of or compliance with any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
  - (b) Any costs associated with the enforcement of or compliance with an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable Coinsurance percentage.

The amount payable under this Additional Coverage is additional insurance.

- (7) With respect to this Additional Coverage:
  - (a) We will not pay for the Increased Cost of Construction:
    - (i) Until the property is actually repaired or replaced at the same or another premises; and
    - (ii) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
  - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
  - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance Or Law Exclusion to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

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- (9) The costs addressed in the Loss Payment and Valuation Conditions and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of or compliance with an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

**f. Electronic Data**

- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered, Electronic Data. This Additional Coverage does not apply to your "stock" of prepackaged software, or to electronic data which is integrated in and operates or controls the building's elevator, lighting, heating, ventilation, air conditioning or security system.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage, Electronic Data, subject to the following:
- (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage, Electronic Data, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage, Electronic Data, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Electronic Data.

- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.

- (4) The most we will pay under this Additional Coverage, Electronic Data, is \$2,500 (unless a higher limit is shown in the Declarations) for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**5. Coverage Extensions**

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more, or a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

**a. Newly Acquired Or Constructed Property**

**(1) Buildings**

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at locations, other than the described premises, intended for:

- (i) Similar use as the building described in the Declarations; or
- (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

## **(2) Your Business Personal Property**

(a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:

- (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

(b) This Extension does not apply to:

- (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
- (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

## **(3) Period Of Coverage**

With respect to insurance provided under this Coverage Extension for Newly Acquired Or Constructed Property, coverage will end when any of the following first occurs:

(a) This policy expires;

(b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

(c) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

## **b. Personal Effects And Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This Extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

## **c. Valuable Papers And Records (Other Than Electronic Data)**

(1) You may extend the insurance that applies to Your Business Personal Property to apply to the cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered, Electronic Data.

(2) If the Causes Of Loss - Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.

(3) If the Causes Of Loss - Broad Form applies, coverage under this Extension includes Collapse as set forth in that form.

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- (4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist) and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and, therefore, coverage of such costs is not additional insurance.

**d. Property Off-premises**

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
- (a) Temporarily at a location you do not own, lease or operate;
  - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
  - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
- (a) In or on a vehicle; or
  - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

**e. Outdoor Property**

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), trees, shrubs and plants (other than trees, shrubs or plants which are "stock" or are part of a vegetated roof), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;

- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

Subject to all aforementioned terms and limitations of coverage, this Coverage Extension includes the expense of removing from the described premises the debris of trees, shrubs and plants which are the property of others, except in the situation in which you are a tenant and such property is owned by the landlord of the described premises.

**f. Non-owned Detached Trailers**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
- (a) The trailer is used in your business;
  - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
  - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
- (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
  - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.
- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.



- (4) This Insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

**g. Business Personal Property Temporarily In Portable Storage Units**

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to such property while temporarily stored in a portable storage unit (including a detached trailer) located within 100 feet of the building or structure described in the Declarations or within 100 feet of the premises described in the Declarations, whichever distance is greater.
- (2) If the applicable Covered Causes of Loss form or endorsement contains a limitation or exclusion concerning loss or damage from sand, dust, sleet, snow, ice or rain to property in a structure, such limitation or exclusion also applies to property in a portable storage unit.
- (3) Coverage under this Extension:
- (a) Will end 90 days after the business personal property has been placed in the storage unit;
  - (b) Does not apply if the storage unit itself has been in use at the described premises for more than 90 consecutive days, even if the business personal property has been stored there for 90 or fewer days as of the time of loss or damage.
- (4) Under this Extension, the most we will pay for the total of all loss or damage to business personal property is \$10,000 (unless a higher limit is indicated in the Declarations for such Extension) regardless of the number of storage units. Such limit is part of, not in addition to, the applicable Limit of Insurance on Your Business Personal Property. Therefore, payment under this Extension will not increase the applicable Limit of Insurance on Your Business Personal Property.

- (5) This Extension does not apply to loss or damage otherwise covered under this Coverage Form or any endorsement to this Coverage Form or policy, and does not apply to loss or damage to the storage unit itself.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

**B. Exclusions And Limitations**

See applicable Causes Of Loss form as shown in the Declarations.

**C. Limits Of Insurance**

The most we will pay for loss or damage in any one occurrence is the applicable Limit Of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$2,500 per sign in any one occurrence.

The amounts of insurance stated in the following Additional Coverages apply in accordance with the terms of such coverages and are separate from the Limit(s) Of Insurance shown in the Declarations for any other coverage:

1. Fire Department Service Charge;
2. Pollutant Clean-up And Removal;
3. Increased Cost Of Construction; and
4. Electronic Data.

Payments under the Preservation Of Property Additional Coverage will not increase the applicable Limit of Insurance.

**D. Deductible**

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

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**Example 1**

(This example assumes there is no Coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Building 1:	\$ 60,000
Limit of Insurance - Building 2:	\$ 80,000
Loss to Building 1:	\$ 60,100
Loss to Building 2:	\$ 90,000

The amount of loss to Building 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Building 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Building 1:

\$ 60,100
- 250
<hr/>

\$ 59,850 Loss Payable - Building 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Building 2. Loss payable for Building 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable:

\$59,850 + \$80,000 = \$139,850

**Example 2**

(This example, too, assumes there is no Coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example 1.

Loss to Building 1:	\$ 70,000
(Exceeds Limit of Insurance plus Deductible)	
Loss to Building 2:	\$ 90,000
(Exceeds Limit of Insurance plus Deductible)	
Loss Payable - Building 1:	\$ 60,000
(Limit of Insurance)	
Loss Payable - Building 2:	\$ 80,000
(Limit of Insurance)	
Total amount of loss payable:	\$ 140,000

**E. Loss Conditions**

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

**1. Abandonment**

There can be no abandonment of any property to us.

**2. Appraisal**

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- Pay its chosen appraiser; and
- Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

**3. Duties In The Event Of Loss Or Damage**

- You must see that the following are done in the event of loss or damage to Covered Property:

- Notify the police if a law may have been broken.
- Give us prompt notice of the loss or damage. Include a description of the property involved.
- As soon as possible, give us a description of how, when and where the loss or damage occurred.
- Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.



- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also, permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.

- (8) Cooperate with us in the investigation or settlement of the claim.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:

- (1) Pay the value of lost or damaged property;
- (2) Pay the cost of repairing or replacing the lost or damaged property, subject to b. below;
- (3) Take all or any part of the property at an agreed or appraised value; or
- (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to b. below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.

- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:
- (1) We have reached agreement with you on the amount of loss; or
  - (2) An appraisal award has been made.

- h. A party wall is a wall that separates and is common to adjoining buildings that are owned by different parties. In settling covered losses involving a party wall, we will pay a proportion of the loss to the party wall based on your interest in the wall in proportion to the interest of the owner of the adjoining building. However, if you elect to repair or replace your building and the owner of the adjoining building elects not to repair or replace that building, we will pay you the full value of the loss to the party wall, subject to all applicable policy provisions including Limits of Insurance, the Valuation and Coinsurance Conditions and all other provisions of this Loss Payment Condition. Our payment under the provisions of this paragraph does not alter any right of subrogation we may have against any entity, including the owner or insurer of the adjoining building, and does not alter the terms of the Transfer Of Rights Of Recovery Against Others To Us Condition in this policy.

#### 5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

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**6. Vacancy****a. Description Of Terms**

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

(a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.

(b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:

(i) Rented to a lessee or sublessee and used by the lessee or sublessee to conduct its customary operations; and/or

(ii) Used by the building owner to conduct customary operations.

(2) Buildings under construction or renovation are not considered vacant.

**b. Vacancy Provisions**

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

(1) We will not pay for any loss or damage caused by any of the following, even if they are Covered Causes of Loss:

(a) Vandalism;

(b) Sprinkler leakage, unless you have protected the system against freezing;

(c) Building glass breakage;

(d) Water damage;

(e) Theft; or

(f) Attempted theft.

(2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

**7. Valuation**

We will determine the value of Covered Property in the event of loss or damage as follows:

a. At actual cash value as of the time of loss or damage, except as provided in b., c., d. and e. below.

b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

However, the following property will be valued at the actual cash value, even when attached to the building:

(1) Awnings or floor coverings;

(2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or

(3) Outdoor equipment or furniture.

c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.

d. Glass at the cost of replacement with safety-glazing material if required by law.

e. Tenants' Improvements and Betterments at:

(1) Actual cash value of the lost or damaged property if you make repairs promptly.

(2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:

(a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and

(b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

- (3) Nothing if others pay for repairs or replacement.

#### F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions:

##### 1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies:

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property.

Instead, we will determine the most we will pay using the following steps:

- (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
- (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
- (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
- (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the Limit of Insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

#### Example 1 (Underinsurance)

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 100,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

Step (1):  $\$250,000 \times 80\% = \$200,000$

(the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$100,000 \div \$200,000 = .50$

Step (3):  $\$40,000 \times .50 = \$20,000$

Step (4):  $\$20,000 - \$250 = \$19,750$

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

#### Example 2 (Adequate Insurance)

When: The value of the property is: \$ 250,000  
 The Coinsurance percentage for it is: 80%  
 The Limit of Insurance for it is: \$ 200,000  
 The Deductible is: \$ 250  
 The amount of loss is: \$ 40,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$250,000 \times 80\%$ ). Therefore, the Limit of Insurance in this example is adequate, and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

- b. If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

#### Example 3

When: The value of the property is:  
 Building at Location 1: \$ 75,000  
 Building at Location 2: \$ 100,000  
 Personal Property at Location 2: \$ 75,000  
 \$ 250,000

The Coinsurance percentage for it is: 90%

The Limit of Insurance for Buildings and Personal Property at Locations 1 and 2 is: \$ 180,000  
 The Deductible is: \$ 1,000

The amount of loss is:  
 Building at Location 2: \$ 30,000  
 Personal Property at Location 2: \$ 20,000  
 \$ 50,000

Step (1):  $\$250,000 \times 90\% = \$225,000$

(the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2):  $\$180,000 \div \$225,000 = .80$

Step (3):  $\$50,000 \times .80 = \$40,000$

Step (4):  $\$40,000 - \$1,000 = \$39,000$

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

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**2. Mortgageholders**

- a. The term mortgageholder includes trustee.
- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- c. The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder will still have the right to receive loss payment if the mortgageholder:
  - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- e. If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
  - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- f. If we cancel this policy, we will give written notice to the mortgageholder at least:
  - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.

- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

**G. Optional Coverages**

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item:

**1. Agreed Value**

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
  - (1) On or after the effective date of this Optional Coverage; and
  - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

**2. Inflation Guard**

- a. The Limit of Insurance for property to which this Optional Coverage applies will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
  - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
  - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times
  - (3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.



**Example**

If: The applicable Limit of Insurance is: \$ 100,000  
 The annual percentage increase is: 8%  
 The number of days since the beginning of the policy year (or last policy change) is: 146  
 The amount of increase is:  
 $\$100,000 \times .08 \times 146 \div 365 =$  \$ 3,200

**3. Replacement Cost**

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Valuation Loss Condition of this Coverage Form.
- b. This Optional Coverage does not apply to:
  - (1) Personal property of others;
  - (2) Contents of a residence;
  - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-a-brac; or
  - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- d. We will not pay on a replacement cost basis for any loss or damage:
  - (1) Until the lost or damaged property is actually repaired or replaced; and
  - (2) Unless the repair or replacement is made as soon as reasonably possible after the loss or damage.

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Loss Condition of this Coverage Form; and
  - (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject to f. below:
- (1) The Limit of Insurance applicable to the lost or damaged property;
  - (2) The cost to replace the lost or damaged property with other property:
    - (a) Of comparable material and quality; and
    - (b) Used for the same purpose; or
  - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in e.(2) above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

- f. The cost of repair or replacement does not include the increased cost attributable to enforcement of or compliance with any ordinance or law regulating the construction, use or repair of any property.

**4. Extension Of Replacement Cost To Personal Property Of Others**

- a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.

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- b. With respect to replacement cost on the personal property of others, the following limitation applies:

If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

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#### H. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

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# BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

COMMERCIAL PROPERTY  
CP 00 30 10 12

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

## A. Coverage

### 1. Business Income

Business Income means the:

- a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- b. Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- (1) Business Income Including "Rental Value".
- (2) Business Income Other Than "Rental Value".
- (3) "Rental Value".

If option (1) above is selected, the term Business Income will include "Rental Value". If option (3) above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit Of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of such premises.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of a building, your premises means:

- (a) The portion of the building which you rent, lease or occupy;
- (b) The area within 100 feet of the building or within 100 feet of the premises described in the Declarations, whichever distance is greater (with respect to loss of or damage to personal property in the open or personal property in a vehicle); and
- (c) Any area within the building or at the described premises, if that area services, or is used to gain access to, the portion of the building which you rent, lease or occupy.

### 2. Extra Expense

- a. Extra Expense Coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income Coverage applies at that premises.
- b. Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary locations, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" of business if you cannot continue "operations".

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We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

### 3. Covered Causes Of Loss, Exclusions And Limitations

See applicable Causes Of Loss Form as shown in the Declarations.

### 4. Additional Limitation - Interruption Of Computer Operations

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage, Interruption Of Computer Operations.
- c. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
- d. This Additional Limitation does not apply when loss or damage to electronic data involves only electronic data which is integrated in and operates or controls a building's elevator, lighting, heating, ventilation, air conditioning or security system.

### 5. Additional Coverages

#### a. Civil Authority

In this Additional Coverage, Civil Authority, the described premises are premises to which this Coverage Form applies, as shown in the Declarations.

When a Covered Cause of Loss causes damage to property other than property at the described premises, we will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises, provided that both of the following apply:

- (1) Access to the area immediately surrounding the damaged property is prohibited by civil authority as a result of the damage, and the described premises are within that area but are not more than one mile from the damaged property; and
- (2) The action of civil authority is taken in response to dangerous physical conditions resulting from the damage or continuation of the Covered Cause of Loss that caused the damage, or the action is taken to enable a civil authority to have unimpeded access to the damaged property.

Civil Authority Coverage for Business Income will begin 72 hours after the time of the first action of civil authority that prohibits access to the described premises and will apply for a period of up to four consecutive weeks from the date on which such coverage began.

Civil Authority Coverage for Extra Expense will begin immediately after the time of the first action of civil authority that prohibits access to the described premises and will end:

- (1) Four consecutive weeks after the date of that action; or
  - (2) When your Civil Authority Coverage for Business Income ends;
- whichever is later.

#### b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction;
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:

- (a) Used in the construction, alterations or additions; or
- (b) Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

#### c. Extended Business Income

##### (1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- (a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
  - (i) The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

##### (2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
  - (i) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
  - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

#### d. Interruption Of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption Of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss. However, we will not provide coverage under this Additional Coverage when the Additional Limitation - Interruption Of Computer Operations does not apply based on Paragraph A.4.d. therein.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the following:

- (a) If the Causes Of Loss - Special Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, is limited to the "specified causes of loss" as defined in that form and Collapse as set forth in that form.
- (b) If the Causes Of Loss - Broad Form applies, coverage under this Additional Coverage, Interruption Of Computer Operations, includes Collapse as set forth in that form.
- (c) If the Causes Of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage, Interruption Of Computer Operations.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage, Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption

which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (5) This Additional Coverage, Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

## 6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

### Newly Acquired Locations

- You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location, unless a higher limit is shown in the Declarations.
- Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
  - (1) This policy expires;
  - (2) 30 days expire after you acquire or begin to construct the property; or
  - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The Additional Condition, Coinsurance, does not apply to this Extension.

## B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

Payments under the following coverages will not increase the applicable Limit of Insurance:

1. Alterations And New Buildings;
2. Civil Authority;
3. Extra Expense; or
4. Extended Business Income.



The amounts of insurance stated in the Interruption Of Computer Operations Additional Coverage and the Newly Acquired Locations Coverage Extension apply in accordance with the terms of those coverages and are separate from the Limit(s) of Insurance shown in the Declarations for any other coverage.

### C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

#### 1. Appraisal

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

#### 2. Duties In The Event Of Loss

- a. You must see that the following are done in the event of loss:
  - (1) Notify the police if a law may have been broken.
  - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
  - (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
  - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not

a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.

- (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your "operations" as quickly as possible.

- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

#### 3. Loss Determination

- a. The amount of Business Income loss will be determined based on:
  - (1) The Net Income of the business before the direct physical loss or damage occurred;
  - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses;
  - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and

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(4) Other relevant sources of information, including:

- (a) Your financial records and accounting procedures;
- (b) Bills, invoices and other vouchers; and
- (c) Deeds, liens or contracts.

b. The amount of Extra Expense will be determined based on:

(1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:

- (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
- (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and

(2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

**c. Resumption Of Operations**

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

**4. Loss Payment**

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part, and:

- (6) Cost of raw stock and factory supplies

- a. We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

**D. Additional Condition**

**COINSURANCE**

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- 1. The Coinsurance percentage shown for Business Income in the Declarations; times
- 2. The sum of:

- a. The Net Income (Net Profit or Loss before income taxes), and
- b. Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

Step (1): Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;

Step (2): Divide the Limit of Insurance for the described premises by the figure determined in Step (1); and

Step (3): Multiply the total amount of loss by the figure determined in Step (2).

We will pay the amount determined in Step (3) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- (1) Prepaid freight - outgoing;
- (2) Returns and allowances;
- (3) Discounts;
- (4) Bad debts;
- (5) Collection expenses;

**Example 2 (Adequate Insurance)**



consumed (including transportation charges);

- (7) Cost of merchandise sold (including transportation charges);
- (8) Cost of other supplies consumed (including transportation charges);
- (9) Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- (10) Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached);
- (11) All payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- (12) Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

#### Example 1 (Underinsurance)

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000  
 The Coinsurance percentage is: 50%  
 The Limit of Insurance is: \$150,000  
 The amount of loss is: \$ 80,000

Step (1):  $\$400,000 \times 50\% = \$200,000$   
 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2):  $\$150,000 \div \$200,000 = .75$

Step (3):  $\$80,000 \times .75 = \$60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been: \$400,000  
 The Coinsurance percentage is: 50%  
 The Limit of Insurance is: \$200,000  
 The amount of loss is: \$ 80,000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 ( $\$400,000 \times 50\%$ ). Therefore, the Limit of Insurance in this example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense Coverage.

#### E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

##### 1. Maximum Period Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
  - (1) The amount of loss sustained and expenses incurred during the 120 days immediately following the beginning of the "period of restoration"; or
  - (2) The Limit Of Insurance shown in the Declarations.

##### 2. Monthly Limit Of Indemnity

- a. The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- b. The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
  - (1) The Limit of Insurance, multiplied by
  - (2) The fraction shown in the Declarations for this Optional Coverage.

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**Example**

When:	The Limit of Insurance is:	\$120,000
	The fraction shown in the Declarations for this Optional Coverage is:	1/4
	The most we will pay for loss in each period of 30 consecutive days is:	\$ 30,000
	(\$120,000 x 1/4 = \$30,000)	
	If, in this example, the actual amount of loss is:	
	Days 1-30:	\$ 40,000
	Days 31-60:	\$ 20,000
	Days 61-90:	\$ 30,000
		<hr/>
		\$ 90,000
	We will pay:	
	Days 1-30:	\$ 30,000
	Days 31-60:	\$ 20,000
	Days 61-90:	\$ 30,000
		<hr/>
		\$ 80,000

The remaining \$10,000 is not covered.

**3. Business Income Agreed Value****a. To activate this Optional Coverage:**

- (1) A Business Income Report/Work Sheet must be submitted to us and must show financial data for your "operations":
  - (a) During the 12 months prior to the date of the Work Sheet; and
  - (b) Estimated for the 12 months immediately following the inception of this Optional Coverage.
- (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
  - (a) The Coinsurance percentage shown in the Declarations; multiplied by
  - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.

- b. The Additional Condition, Coinsurance, is suspended until:
  - (1) 12 months after the effective date of this Optional Coverage; or
  - (2) The expiration date of this policy; whichever occurs first.
- c. We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
  - (1) Within 12 months of the effective date of this Optional Coverage; or
  - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by
  - (1) The Business Income Limit of Insurance; divided by
  - (2) The Agreed Value.

**Example**

When:	The Limit of Insurance is:	\$100,000
	The Agreed Value is:	\$200,000
	The amount of loss is:	\$ 80,000

Step (1):  $\$100,000 \div \$200,000 = .50$

Step (2):  $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

**4. Extended Period Of Indemnity**

Under Paragraph A.5.c., **Extended Business Income**, the number 60 in Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

**F. Definitions**

1. "Finished stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

2. "Operations" means:
- Your business activities occurring at the described premises; and
  - The tenantability of the described premises, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.
3. "Period of restoration" means the period of time that:
- Begins:
    - 72 hours after the time of direct physical loss or damage for Business Income Coverage; or
    - Immediately after the time of direct physical loss or damage for Extra Expense Coverage;
 caused by or resulting from any Covered Cause of Loss at the described premises; and
  - Ends on the earlier of:
    - The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - The date when business is resumed at a new permanent location.
- "Period of restoration" does not include any increased period required due to the enforcement of or compliance with any ordinance or law that:
- Regulates the construction, use or repair, or requires the tearing down, of any property; or
  - Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- "Rental Value" means Business Income that consists of:
  - Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
  - Continuing normal operating expenses incurred in connection with that premises, including:
    - Payroll; and
    - The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
- "Suspension" means:
  - The slowdown or cessation of your business activities; or
  - That a part or all of the described premises is rendered untenable, if coverage for Business Income Including "Rental Value" or "Rental Value" applies.

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**COMMERCIAL PROPERTY CONDITIONS****COMMERCIAL PROPERTY**

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

**A. CONCEALMENT, MISREPRESENTATION OR FRAUD**

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

**B. CONTROL OF PROPERTY**

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

**C. INSURANCE UNDER TWO OR MORE COVERAGES**

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

**D. LEGAL ACTION AGAINST US**

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

**E. LIBERALIZATION**

If we adopt any revision that would broaden the coverage under this Coverage Part without

additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

**F. NO BENEFIT TO BAILEE**

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

**G. OTHER INSURANCE**

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

**H. POLICY PERIOD, COVERAGE TERRITORY**

Under this Coverage Part:

1. We cover loss or damage commencing:
  - a. During the policy period shown in the Declarations; and
  - b. Within the coverage territory.
2. The coverage territory is:
  - a. The United States of America (including its territories and possessions);
  - b. Puerto Rico; and
  - c. Canada.

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COMMERCIAL PROPERTY

**I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property or Covered Income.

2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:

- a. Someone insured by this insurance;
- b. A business firm:
  - (1) Owned or controlled by you; or
  - (2) That owns or controls you; or
- c. Your tenant.

This will not restrict your insurance.

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**GEORGIA CHANGES**COMMERCIAL PROPERTY  
CP 01 31 01 20**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B.** The following exclusion and related provisions are added to Paragraph B.2. Exclusions in the Causes Of Loss Forms and to any Coverage Form or policy to which a Causes Of Loss Form is not attached:
- 1.** We will not pay for loss or damage arising out of any act committed:
    - a.** By or at the direction of any insured; and
    - b.** With the intent to cause a loss.
  - 2.** However, this exclusion will not apply to deny coverage to an innocent co-insured, provided the loss:
    - a.** Is otherwise covered under this Coverage Part; and
    - b.** Arose out of an act of family violence or sexual assault by an insured against whom a family violence or sexual assault complaint is brought for such act.
  - 3.** If we pay a claim pursuant to Paragraph B.2., our payment to the insured is limited to that insured's legal interest in the property less any payments we first made to a mortgageholder or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.
- C.** The following explanation is added with respect to application of the Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria and the Limited Coverage of the same title:
- With respect to the portion of Covered Property that would still have required repair or replacement had there been no "fungus", wet or dry rot or bacteria, this Exclusion and Limited Coverage will not serve to limit the amount of recovery for such repair or replacement.
- However, the Exclusion and Limited Coverage shall continue to apply to:
- 1.** The cost to treat, contain, remove or dispose of "fungus", wet rot, dry rot or bacteria beyond that which is required to repair or replace Covered Property;
  - 2.** The cost of testing as described in the Limited Coverage; and
  - 3.** Any increase in loss under Business Income and/or Extra Expense Forms resulting from Paragraph 1. or 2. above.
- Regardless of whether the Exclusion and Limited Coverage apply to a loss, the Limit of Insurance on Covered Property is not increased. The maximum recoverable, for the total of the cost to repair or replace Covered Property and any additional covered cost to treat, contain, remove, dispose of or test for "fungus", wet or dry rot or bacteria, is the applicable Limit of Insurance on the affected Covered Property.

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D. This Paragraph, D., applies to the following:

BUILDING AND PERSONAL PROPERTY  
COVERAGE FORM

CONDOMINIUM ASSOCIATION COVERAGE  
FORM

CONDOMINIUM COMMERCIAL UNIT OWNERS  
COVERAGE FORM

BUILDERS RISK COVERAGE FORM

STANDARD PROPERTY POLICY

Paragraph a. of the Loss Payment Condition is  
replaced by the following:

a. In the event of loss or damage covered by this  
Coverage Form, at our option we will either:

- (1) Repair, rebuild or replace the property with  
other property of like kind and quality, or  
pay the cost of such repair, rebuilding or  
replacement, as limited by Paragraph b. of  
this Loss Payment Condition and any other  
applicable policy provisions, such as the  
Limit of Insurance provision, the Valuation  
Condition or any provision which amends or  
supersedes the Valuation Condition; or

(2) Take all or any part of the property at an  
agreed or appraised value.

With respect to Paragraph a.(1), this policy  
covers only the cost of repair, rebuilding or  
replacement. Such cost does not include  
recovery of, and therefore this policy does not  
pay any compensation for, an actual or  
perceived reduction in the market value of any  
property. But if the property that has sustained  
loss or damage is subject to an endorsement  
which explicitly addresses market value, then  
that endorsement will apply to such property in  
accordance with its terms.

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## EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

COMMERCIAL PROPERTY  
CP 01 40 07 06

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

- A.** The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B.** We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
- However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C.** With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".
- D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
1. Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
  2. Additional Coverage — Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E.** The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.

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**CAUSES OF LOSS — SPECIAL FORM**COMMERCIAL PROPERTY  
CP 10 30 09 17

Words and phrases that appear in quotation marks have special meaning. Refer to Section G. Definitions.

**A. Covered Causes Of Loss**

When Special is shown in the Declarations, Covered Causes of Loss means direct physical loss unless the loss is excluded or limited in this policy.

**B. Exclusions**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. Ordinance Or Law**

The enforcement of or compliance with any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance Or Law, applies whether the loss results from:

- (a) An ordinance or law that is enforced even if the property has not been damaged; or
- (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

**b. Earth Movement**

- (1) Earthquake, including tremors and aftershocks and any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased;

- (4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in b.(1) through (4) above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

- (5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic Action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or
- (c) Lava flow.

With respect to coverage for Volcanic Action as set forth in (5)(a), (5)(b) and (5)(c), all volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic Action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused.

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**c. Governmental Action**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

**d. Nuclear Hazard**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

**e. Utility Services**

The failure of power, communication, water or other utility service supplied to the described premises, however caused, if the failure:

- (1) Originates away from the described premises; or
- (2) Originates at the described premises, but only if such failure involves equipment used to supply the utility service to the described premises from a source away from the described premises.

Failure of any utility service includes lack of sufficient capacity and reduction in supply.

Loss or damage caused by a surge of power is also excluded, if the surge would not have occurred but for an event causing a failure of power.

But if the failure or surge of power, or the failure of communication, water or other utility service, results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

Communication services include but are not limited to service relating to Internet access or access to any electronic, cellular or satellite network.

**f. War And Military Action**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**g. Water**

- (1) Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);

- (2) Mudslide or mudflow;

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;
- (b) Basements, whether paved or not; or
- (c) Doors, windows or other openings; or

- (5) Waterborne material carried or otherwise moved by any of the water referred to in Paragraph (1), (3) or (4), or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs (1) through (5), is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs (1) through (5), results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).

**h. "Fungus", Wet Rot, Dry Rot And Bacteria**

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria result in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- (1) When "fungus", wet or dry rot or bacteria result from fire or lightning; or
- (2) To the extent that coverage is provided in the Additional Coverage, Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria, with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions B.1.a. through B.1.h. apply whether or not the loss event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

**a. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to:

- (a) Electrical current, including arcing;
- (b) Electrical charge produced or conducted by a magnetic or electromagnetic field;
- (c) Pulse of electromagnetic energy; or
- (d) Electromagnetic waves or microwaves.

But if fire results, we will pay for the loss or damage caused by that fire.

**b. Delay, loss of use or loss of market.**

**c. Smoke, vapor or gas from agricultural smudging or industrial operations.**

**d. (1) Wear and tear;**

(2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

**(3) Smog;**

(4) Settling, cracking, shrinking or expansion;

(5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.

(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.

(7) The following causes of loss to personal property:

(a) Dampness or dryness of atmosphere;

(b) Changes in or extremes of temperature; or

(c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

**e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.**

**f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.**

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- g.** Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:

- (1) You do your best to maintain heat in the building or structure; or
- (2) You drain the equipment and shut off the supply if the heat is not maintained.

- h.** Dishonest or criminal act (including theft) by you, any of your partners, members, officers, managers, employees (including temporary employees and leased workers), directors, trustees or authorized representatives, whether acting alone or in collusion with each other or with any other party; or theft by any person to whom you entrust the property for any purpose, whether acting alone or in collusion with any other party.

This exclusion:

- (1) Applies whether or not an act occurs during your normal hours of operation;
  - (2) Does not apply to acts of destruction by your employees (including temporary employees and leased workers) or authorized representatives; but theft by your employees (including temporary employees and leased workers) or authorized representatives is not covered.
- i.** Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- j.** Rain, snow, ice or sleet to personal property in the open.
- k.** Collapse, including any of the following conditions of property or any part of the property:
- (1) An abrupt falling down or caving in;
  - (2) Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or
  - (3) Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (1) or (2) above.

But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion, **k.**, does not apply:

- (a) To the extent that coverage is provided under the Additional Coverage, Collapse; or
- (b) To collapse caused by one or more of the following:
  - (i) The "specified causes of loss";
  - (ii) Breakage of building glass;
  - (iii) Weight of rain that collects on a roof; or
  - (iv) Weight of people or personal property.

- l.** Discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape of "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion, **l.**, does not apply to damage to glass caused by chemicals applied to the glass.

- m.** Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.

- 3.** We will not pay for loss or damage caused by or resulting from any of the following, **3.a.** through **3.c.** But if an excluded cause of loss that is listed in **3.a.** through **3.c.** results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss or damage.

- b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c.** Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;



- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;
- of part or all of any property on or off the described premises.

#### 4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

##### a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, Or Extra Expense Coverage Form

We will not pay for:

- (1) Any loss caused by or resulting from:
  - (a) Damage or destruction of "finished stock"; or
  - (b) The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (2) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (3) Any increase of loss caused by or resulting from:
  - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
  - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (4) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".

- (5) Any other consequential loss.

##### b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a., Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
  - (a) Your cancelling the lease;
  - (b) The suspension, lapse or cancellation of any license; or
  - (c) Any other consequential loss.

##### c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
  - (a) Paragraph B.1.a., Ordinance Or Law;
  - (b) Paragraph B.1.c., Governmental Action;
  - (c) Paragraph B.1.d., Nuclear Hazard;
  - (d) Paragraph B.1.e., Utility Services; and
  - (e) Paragraph B.1.f., War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

##### (a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- (i) Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

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**(b) Nuclear Hazard**

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**5. Additional Exclusion**

The following provisions apply only to the specified property.

**Loss Or Damage To Products**

We will not pay for loss or damage to any merchandise, goods or other product caused by or resulting from error or omission by any person or entity (including those having possession under an arrangement where work or a portion of the work is outsourced) in any stage of the development, production or use of the product, including planning, testing, processing, packaging, installation, maintenance or repair. This exclusion applies to any effect that compromises the form, substance or quality of the product. But if such error or omission results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

**C. Limitations**

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

1. We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.

- a. Steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.

- c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
  - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or
  - (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Business Income Coverage or Extra Expense Coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- g. Lawns, trees, shrubs or plants which are part of a vegetated roof, caused by or resulting from:
  - (1) Dampness or dryness of atmosphere or of soil supporting the vegetation;
  - (2) Changes in or extremes of temperature;
  - (3) Disease;
  - (4) Frost or hail; or
  - (5) Rain, snow, ice or sleet.
2. We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
  - a. Animals, and then only if they are killed or their destruction is made necessary.

- b. Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:

- (1) Glass; or
- (2) Containers of property held for sale.

- c. Builders' machinery, tools and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or

- (2) To Business Income Coverage or to Extra Expense Coverage.

3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are (unless a higher limit is shown in the Declarations):

- a. \$2,500 for furs, fur garments and garments trimmed with fur.
- b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semiprecious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- c. \$2,500 for patterns, dies, molds and forms.
- d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, C.3., does not apply to Business Income Coverage or to Extra Expense Coverage.

4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire-extinguishing equipment if the damage:
- a. Results in discharge of any substance from an automatic fire protection system; or
  - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income Coverage or to Extra Expense Coverage.

#### D. Additional Coverage — Collapse

The coverage provided under this Additional Coverage, Collapse applies only to an abrupt collapse as described and limited in D.1. through D.7.

1. For the purpose of this Additional Coverage, Collapse, abrupt collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.
2. We will pay for direct physical loss or damage to Covered Property, caused by abrupt collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if such collapse is caused by one or more of the following:

- a. Building decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
- b. Insect or vermin damage that is hidden from view, unless the presence of such damage is known to an insured prior to collapse;
- c. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs during the course of the construction, remodeling or renovation.
- d. Use of defective material or methods in construction, remodeling or renovation if the abrupt collapse occurs after the construction, remodeling or renovation is complete, but only if the collapse is caused in part by:

- (1) A cause of loss listed in 2.a. or 2.b.;
- (2) One or more of the "specified causes of loss";
- (3) Breakage of building glass;
- (4) Weight of people or personal property; or
- (5) Weight of rain that collects on a roof.

3. This Additional Coverage — Collapse does not apply to:

- a. A building or any part of a building that is in danger of falling down or caving in;
- b. A part of a building that is standing, even if it has separated from another part of the building; or

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- c. A building that is standing or any part of a building that is standing, even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
4. With respect to the following property:
- a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers;
  - b. Awnings, gutters and downspouts;
  - c. Yard fixtures;
  - d. Outdoor swimming pools;
  - e. Fences;
  - f. Piers, wharves and docks;
  - g. Beach or diving platforms or appurtenances;
  - h. Retaining walls; and
  - i. Walks, roadways and other paved surfaces;
- if an abrupt collapse is caused by a cause of loss listed in 2.a. through 2.d., we will pay for loss or damage to that property only if:
- (1) Such loss or damage is a direct result of the abrupt collapse of a building insured under this Coverage Form; and
  - (2) The property is Covered Property under this Coverage Form.
5. If personal property abruptly falls down or caves in and such collapse is **not** the result of abrupt collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
- a. The collapse of personal property was caused by a cause of loss listed in 2.a. through 2.d.;
  - b. The personal property which collapses is inside a building; and
  - c. The property which collapses is not of a kind listed in 4., regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 5. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

6. This Additional Coverage, Collapse, does not apply to personal property that has not abruptly fallen down or caved in, even if the personal property shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- 7. This Additional Coverage, Collapse will not increase the Limits of Insurance provided in this Coverage Part.
- 8. The term Covered Cause of Loss includes the Additional Coverage, Collapse as described and limited in D.1. through D.7.

**E. Additional Coverage — Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria**

- 1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria are the result of one or more of the following causes that occur during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
  - a. A "specified cause of loss" other than fire or lightning; or
  - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.

This Additional Coverage does not apply to lawns, trees, shrubs or plants which are part of a vegetated roof.
- 2. We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
  - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
  - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
  - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
- 3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a total of \$15,000 even if the "fungus", wet or dry rot or bacteria continue to be present or active, or recur, in a later policy period.



4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria cause an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss form or under the Additional Coverage, Collapse.
6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense Coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense Coverage Form.
- If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
  - If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay (regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

## F. Additional Coverage Extensions

### 1. Property In Transit

This Extension applies only to your personal property to which this form applies.

- You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- Loss or damage must be caused by or result from one of the following causes of loss:
  - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
  - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the roadbed.
  - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.

- The most we will pay for loss or damage under this Extension is \$5,000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

### 2. Water Damage, Other Liquids, Powder Or Molten Material Damage

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

### 3. Glass

- We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.

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- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, F.3., does not increase the Limit of Insurance.

#### G. Definitions

1. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
2. "Specified causes of loss" means the following: fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire-extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.
  - b. Falling objects does not include loss or damage to:
    - (1) Personal property in the open; or
    - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
  - c. Water damage means:
    - (1) Accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam; and

- (2) Accidental discharge or leakage of water or waterborne material as the direct result of the breaking apart or cracking of a water or sewer pipe caused by wear and tear, when the pipe is located off the described premises and is connected to or is part of a potable water supply system or sanitary sewer system operated by a public or private utility service provider pursuant to authority granted by the state or governmental subdivision where the described premises are located.

But water damage does not include loss or damage otherwise excluded under the terms of the Water Exclusion. Therefore, for example, there is no coverage under this policy in the situation in which discharge or leakage of water results from the breaking apart or cracking of a pipe which was caused by or related to weather-induced flooding, even if wear and tear contributed to the breakage or cracking. As another example, and also in accordance with the terms of the Water Exclusion, there is no coverage for loss or damage caused by or related to weather-induced flooding which follows or is exacerbated by pipe breakage or cracking attributable to wear and tear.

To the extent that accidental discharge or leakage of water falls within the criteria set forth in c.(1) or c.(2) of this definition of "specified causes of loss," such water is not subject to the provisions of the Water Exclusion which preclude coverage for surface water or water under the surface of the ground.

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**SYSTEMS POWER PAC**COMMERCIAL PROPERTY  
CP 75 51 05 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## COMMERCIAL PROPERTY COVERAGE PART

**SECTION — I**

The following is added as an Additional Coverage to the Causes of Loss — Basic Form, Broad Form or Special Form.

**A. ADDITIONAL COVERAGE — EQUIPMENT BREAKDOWN.**

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
  - a. Mechanical breakdown, including rupture or bursting caused by centrifugal force;
  - b. Artificially generated electrical, magnetic or electromagnetic energy, including electric arcing, that damages, disturbs, disrupts or otherwise interferes with any electrical or electronic wire, device, appliance, system or network;
  - c. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
  - d. Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
  - e. Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.

**a. Expediting Expenses**

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) Make temporary repairs; and
- (2) Expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$250,000 unless otherwise shown in a Schedule.

**b. Hazardous Substances**

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

This does not include contamination of "perishable goods" by refrigerant, including but not limited to ammonia, which is addressed in 2.c.(1)(b) below.

As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, if shown as covered, is \$250,000 unless otherwise shown in a Schedule.

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**c. Spoilage****(1) We will pay:**

- (a) For physical damage to "perishable goods" due to spoilage;
- (b) For physical damage to "perishable goods" due to contamination from the release of refrigerant, including but not limited to ammonia;
- (c) Any necessary expenses you incur to reduce the amount of loss under this coverage to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage.

- (2) If you are unable to replace the "perishable goods" before its anticipated sale, the amount of our payment will be determined on the basis of the sales price of the "perishable goods" at the time of the "accident," less discounts and expenses you otherwise would have had. Otherwise our payment will be determined in accordance with the Valuation condition.

The most we will pay for loss, damage or expense under this coverage is \$250,000 unless otherwise shown in a Schedule or the Spoilage Limit endorsement.

**d. Service Interruption**

- (1) Any insurance provided for Business Income, Extra Expense or Spoilage is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, propane gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.

- (2) Unless otherwise shown in a Schedule, we will not pay for any loss of Business Income you sustain that results from the interruption of utility services during the first 24 hours following the "accident." However, if a deductible is shown in the Systems Power Pac Deductible Endorsement as provided for in **SECTION — II, Paragraph A.**, or if the "period of restoration" begins more than 24 hours after the time of the direct physical damage for Business Income, then that deductible or time period will apply instead of the 24 hours provided for in this paragraph.

- (3) The most we will pay in any "one accident" for loss, damage or expense under this coverage is the applicable limit for Business Income, Extra Expense or Spoilage, except that if a limit is shown in a Schedule for Service Interruption, that limit will apply to Business Income and Extra Expense loss under this coverage.

**e. Business Income and Extra Expense**

Any insurance provided under this coverage part for Business Income or Extra Expense is extended to the coverage provided by this endorsement. However, if a Business Income deductible is shown in the Systems Power Pac Deductible Endorsement as provided for in **SECTION — II, Paragraph A.**, then as respects Equipment Breakdown coverage, the "period of restoration" will begin immediately after the "accident," and the deductible shown in the Deductible Endorsement will apply.

The most we will pay for loss or expense under this coverage is the applicable limit for Business Income and Extra Expense, unless otherwise shown in a Schedule.

**f. Animals**

We will pay for the loss of or damage to animals owned by others and boarded by you, or if owned by you, only as "stock" while inside of the building and then only if they are killed or their destruction is made necessary.

The most we will pay for loss under this coverage is \$250,000 unless otherwise shown in a Schedule.

**B. EXCLUSIONS**

All exclusions in the Causes of Loss form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

1. The following exclusions are modified:

- a. If the **Causes of Loss — Basic Form** or **Causes of Loss — Broad Form** applies, the following is added to Exclusion **B.2.:**

Depletion, deterioration, corrosion, erosion, wear and tear, or other gradually developing conditions. But if an "accident" results, we will pay for the resulting loss, damage or expense.

- b. The following is added to Exclusion **B.1.g.:**

However, if electrical "covered equipment" requires drying out because of Water as described in g.(1) through g.(3) above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- c. If the **Causes of Loss — Special Form** applies, as respects this endorsement only, the last paragraph of Exclusion **B.2.d.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in 2.d.(1) through (7) results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

2. The following exclusions are added:

- a. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

(1) A hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment; or

(2) Any of the following:

- (a) Defect, programming error, programming limitation, computer virus, malicious code, loss of "data," loss of access, loss of use, loss of functionality or other condition within or involving "data" or "media" of any kind; or

(b) Misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance.

However, if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident."

3. With respect to Service Interruption coverage, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in A.1.c. above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

4. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for any increase in loss resulting from an agreement between you and your customer or supplier.

5. We will not pay for loss, damage or expense caused directly or indirectly by the following, whether or not caused by or resulting from an "accident": Any mold, fungus, mildew or yeast, including any spores or toxins produced by or emanating from such mold, fungus, mildew or yeast. This includes, but is not limited to, costs arising from clean up, removal, or abatement of such mold, fungus, mildew or yeast, spores or toxins. However, this exclusion does not apply to spoilage of personal property that is "perishable goods," to the extent that spoilage is covered under Spoilage coverage.

6. We will not pay under this endorsement for any loss or damage to animals, except as provided under A.2.f. **Animals.**

**C. DEFINITIONS**

The following are added to **G. DEFINITIONS:**

1. **"Boilers and vessels"** means:

- a. Any boiler, including attached steam, condensate and feedwater piping; and
- b. Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

## 2. "Covered equipment"

a. **"Covered equipment"** means unless otherwise specified in a Schedule, Covered Property:

- (1) That generates, transmits or utilizes energy; or
- (2) Which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

b. None of the following is "covered equipment":

- (1) Structure, foundation, cabinet, compartment or air supported structure or building;
- (2) Insulating or refractory material;
- (3) Sewer piping, buried vessels or piping, or piping forming a part of a sprinkler system;
- (4) Water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (5) "Vehicle" or any equipment mounted on a "vehicle";
- (6) Satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- (7) Dragline, excavation or construction equipment;
- (8) Equipment manufactured by you for sale; or
- (9) Electronic data processing equipment, unless used to operate or control "covered equipment." Electronic Data Processing Equipment includes programmable electronic equipment that is used to store, retrieve and process data; and associated peripheral equipment.

3. **"Data"** means information or instructions stored in digital code capable of being processed by machinery.

4. **"Hazardous substance"** means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

5. **"Media"** means material on which "data" is recorded, such as magnetic tapes, hard disks, optical disks or floppy disks.

6. **"One accident"** means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."

7. **"Perishable goods"** means personal property maintained under controlled conditions for its preservation, and susceptible to loss or damage if the controlled conditions change.

8. **"Production machinery"** means any machine or apparatus that processes or produces a product intended for eventual sale. However, "production machinery" does not mean any fired or unfired pressure vessel other than a cylinder containing a movable plunger or piston.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

9. **"Vehicle"** means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

## SECTION — II

The Building and Personal Property Coverage Form is amended as follows.

The definitions stated above also apply to Section II. of this endorsement.

### A. DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown on the Systems Power Pac Deductible Endorsement. If a separate Equipment Breakdown deductible is shown, the following applies:

Only as regards Equipment Breakdown Coverage, provision D. **DEDUCTIBLE** is deleted and replaced with the following:

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**1. Deductibles for Each Coverage**

- a. Unless the Deductible Endorsement indicates that your deductible is combined for all coverages, multiple deductibles may apply to any "one accident."
- b. We will not pay for loss, damage or expense under any coverage until the amount of the covered loss, damage or expense exceeds the deductible amount indicated for that coverage in the Deductible Endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable deductible amount, subject to the applicable limit.
- c. If deductibles vary by type of "covered equipment" and more than one type of "covered equipment" is involved in any "one accident," only the highest deductible for each coverage will apply.

**2. Direct and Indirect Coverages**

- a. Direct Coverages Deductibles and Indirect Coverages Deductibles may be indicated in the Deductible Endorsement.
- b. Unless more specifically indicated in the Deductible Endorsement:
  - (1) Indirect Coverages Deductibles apply to Business Income and Extra Expense loss; and
  - (2) Direct Coverages Deductibles apply to all remaining loss, damage or expense covered by this endorsement.

**3. Application of Deductibles****a. Dollar Deductibles**

We will not pay for loss, damage or expense resulting from any "one accident" until the amount of loss, damage or expense exceeds the applicable Deductible shown in the Deductible Endorsement. We will then pay the amount of loss, damage or expense in excess of the applicable Deductible or Deductibles, up to the applicable Limit of Insurance.

**b. Time Deductible**

If a time deductible is shown in the Deductible Endorsement, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

**c. Multiple of Average Daily Value (ADV)**

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to the Business Income value of the entire location, whether or not the loss affects the entire location. If more than one location is included in the valuation of the loss, the ADV will be the combined value of all affected locations. For purposes of this calculation, the period of interruption may not extend beyond the "period of restoration."

The number indicated in the Deductible Endorsement will be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

**d. Percentage of Loss Deductibles**

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss, damage or expense (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

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**B. CONDITIONS**

The Building and Personal Property Coverage Form and the Common Policy Conditions are amended as follows:

**1. Suspension**

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- a. Your last known address; or
- b. The address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

**2. Jurisdictional Inspections**

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

**3. Environmental, Safety and Efficiency Improvements**

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations unless otherwise shown in a Schedule. Coverage provided under this endorsement does not provide an additional amount of insurance.

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## Property Extension Endorsement

COMMERCIAL PROPERTY  
CP 76 30 07 21

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM  
BUSINESS INCOME (WITHOUT EXTRA EXPENSE) COVERAGE FORM

1. All references in the above forms to 100 feet are changed to 1,000 feet.
2. If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, the following limitations will apply:
  - a. Your recovery under all such insurance will not exceed the actual amount of loss or damage sustained; and
  - b. The insurance provided by this endorsement applies in excess of and, except as to premium, limits and notice, follows the terms, conditions, limitations and exclusions of other applicable insurance issued to you by us or any of our affiliates.
3. With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

#### SECTION I

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

#### **COVERED PROPERTY - BUILDING**

Under **Section A. Coverage**, Paragraph 1.a. **Building**, the following is added to subparagraph (4):

- (e) Lobby and hallway furnishings owned by you.

#### **PROPERTY NOT COVERED**

Under **Section A. Coverage**, Paragraph 2. **Property Not Covered**, subparagraphs f., g., i., and m. are deleted.

#### **ADDITIONAL COVERAGES**

##### **Debris Removal**

Under **Section A.4. Additional Coverages**, Paragraph a. **Debris Removal**, the following are amended:

Subparagraph (1) is deleted and replaced by the following:

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property and other debris that is on the described premises when such debris is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.

The \$10,000 limit shown in paragraph (4) is deleted and replaced by the limit shown in the ElitePac Schedule.

##### **Preservation Of Property**

Under **Section A.4. Additional Coverages**, Paragraph b. **Preservation Of Property**, subparagraph b.(2) is deleted and replaced by the following:

- (2) Only if the loss or damage occurs within the number of days shown in the ElitePac Schedule after the property is first moved.

##### **Fire Department Service Charge**

Under **Section A.4. Additional Coverages**, Paragraph c. **Fire Department Service Charge**, the \$1,000 limit is deleted and replaced by the limit shown in the ElitePac Schedule.

##### **Pollutant Clean-Up And Removal**

Under **Section A.4. Additional Coverages**, Paragraph d. **Pollutant Clean-up and Removal**, the \$10,000 limit is deleted and replaced by the limit shown in the ElitePac Schedule.

#### **COVERAGE EXTENSIONS**

**Section A.5. Coverage Extensions** is deleted and replaced by the following:

Unless otherwise stated in this endorsement or in a specific Coverage Extension, Coverage Extensions:

1. Are subject to the Deductible shown in the Commercial Property Coverage Declarations or \$500 per occurrence, whichever is less;
2. Are not subject to the **Additional Condition Coinsurance**;
3. Are in addition to the Limits of Insurance shown in the Declarations;
4. Apply to each described premises on a per occurrence basis; and

**5. Are stand-alone Coverage Extensions that do not:**

- a. Impact the coverage scope or limits applicable to any Covered Property, Business Personal Property, Personal Property of Others or any other Coverage Extension; or
- b. Otherwise modify this policy's coverage scope or limits.

**Accounts Receivable**

You may extend the insurance provided by this Coverage Form as set forth in the Accounts Receivable Coverage Endorsement CP 76 64 which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

No deductible applies to this Coverage Extension.

**Additional Costs**

You may extend the insurance provided by this Coverage Form to pay for Additional Costs as a result of direct physical loss or damage to Buildings at described premises caused by or resulting from a Covered Cause of Loss.

1. Additional Costs mean only the following necessary additional expenses you have paid over and above the estimated completed cost of any building or structure covered by this Coverage Extension:
  - a. Additional real estate broker fees or commission;
  - b. Additional architect, engineering and consulting fees other than fees and costs billed by and payable to independent or public adjusters or any of their affiliated entities;
  - c. Additional legal or accounting fees; and
  - d. Additional advertising and promotional expenses.
2. This Coverage Extension does not apply to:
  - a. Claim Expenses; or
  - b. Ordinance Or Law.
3. We will pay any covered loss of Additional Costs only for that period of time that:
  - a. Begins on the date of the Covered Cause of Loss; and
  - b. Ends on the date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

**Arson, Theft And Vandalism Rewards**

**(This Provision Does Not Apply In New York)**

You may extend the insurance provided by this Coverage Form to apply to reimbursement for payment of rewards given to any person or persons other than you, your officers, your partners, your employees, public police, or fire officials who provide(s) information leading to a conviction in connection with:

1. A covered fire loss to the described premises caused by arson;
2. An actual or attempted theft of money or Covered Property; or
3. A covered vandalism loss to the described premises.

The most we will pay under this Coverage Extension for any one occurrence is the limit shown in the ElitePac Schedule. This is the most we will pay regardless of the number of persons who provided information.

No deductible applies to this Coverage Extension.

**Back Up Of Sewer, Drain Or Sump - Direct Damage**

You may extend the insurance provided by this Coverage Form to pay for direct physical loss or damage to Covered Property at described premises caused by or resulting from:

1. Water or waterborne material that backs up or overflows or is otherwise discharged from the described premises sewer, drain, sump, sump pump or related equipment; or
2. Water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces.

However, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of mechanical breakdown.

This Coverage Extension does not apply to loss or damage caused by or resulting from your failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule or the Building and/or the Business Personal Property Limit of Insurance shown in the Declarations, whichever is less.

**This Coverage Extension is not flood insurance.** We will not pay for direct physical loss or damage from water or waterborne material that backs up or overflows from a sewer, drain, sump, sump pump or related equipment caused by any flood whether or not the flood contributes concurrently or in any sequence to the loss. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not, that enters the sewer or drain system.

#### **Brands And Labels**

If Your Business Personal Property that has a brand or label is damaged by a Covered Cause of Loss and we elect to take all or any part of the damaged property at an agreed or appraised value, you may extend the insurance that applies to Your Business Personal Property to:

1. Pay expenses you incur to:
  - a. Label or stamp the damaged property as salvage, if doing so will not physically damage the property; or
  - b. Remove the brand or label and then re-label the damaged property to comply with applicable law.
2. Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.

The most we will pay under this Coverage Extension is the applicable Limit of Insurance for Your Business Personal Property shown in the Declarations.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

#### **Building Owner - Tenant Move Back Expenses**

You may extend the insurance provided by this Coverage Form to apply to expenses you incur as building owner to move tenants back into a described premises rendered temporarily untenable by direct physical loss or damage to that premises caused by a Covered Cause of Loss.

We will pay only for the following expenses that are documented, reasonable and necessary:

1. Packing, insuring and transporting Business Personal Property;
2. Re-establishing electric utility and communication services, less any refunds due tenants from discontinued services;
3. Assembly and setting up fixtures and equipment; and/or
4. Unpacking and re-shelving stock and supplies.

We will pay only for such expenses incurred within 60 days of the date that the portion of the building

rented by your tenant has been repaired or rebuilt and is ready for occupancy.

If your tenants have valid and collectible insurance for move back expenses, we will pay only for the documented, reasonable and necessary amount in excess of the amount payable from such other insurance.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **Claim Expenses**

You may extend the insurance provided by this Coverage Form to apply to all reasonable expenses that you incur at our request to assist us in the:

1. Investigation of a claim;
2. Determination of the amount of loss, such as taking inventory or making appraisals; and/or
3. Cost of preparing specific loss documents and other supporting exhibits.

We will not pay for expenses:

1. Incurred to perform your duties under Section E. **Loss Conditions, Paragraph 2. Appraisal;**
2. Incurred to prove that loss or damage is covered;
3. Billed by and payable to independent or public adjusters, attorneys or any of their affiliated entities; and/or
4. To prepare claims not covered by this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **Deferred Payments**

You may extend the insurance provided by Your Business Personal Property to protect your interest in lost or damaged Covered Property sold by you under a conditional sale or trust agreement or any installment or deferred plan when such loss or damage results from direct physical loss to that Covered Property after delivery to buyers caused by or resulting from a Covered Cause of Loss.

When a loss occurs and the buyer continues to pay you, there will be no loss payment.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **Electronic Information Systems**

You may extend the insurance provided by this Coverage Form as set forth in the Electronic Information Systems Coverage Endorsement CP 76 67 which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.



### Extra Expense

You may extend the insurance provided by this Coverage Form to apply to the actual and necessary Extra Expense you sustain due to direct physical loss or damage to Covered Property at the premises described in the Declarations caused by or resulting from a Covered Cause of Loss.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

1. We will pay any Extra Expense to:
  - a. Avoid or minimize the "suspension" of business and to continue "operations" at the described premises or at replacement premises or temporary locations including:
    - (1) Relocation expenses; and
    - (2) Costs to equip and operate the replacement or temporary locations.
  - b. Minimize the "suspension" of business if you cannot continue "operations".
2. We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

This Coverage Extension does not apply if Business Income - Actual Loss Sustained coverage is made part of this policy.

The following definitions apply to the coverage provided by this Coverage Extension:

1. "Operations" means:
  - a. Your business activities occurring at the described premises; and
  - b. The tenantability of the described premises.
2. "Period of Restoration" means the period of time that:
  - a. Begins immediately after the time of direct physical loss or damage to Covered Property caused by or resulting from a Covered Cause of Loss at the described premises; and
  - b. Ends on the earlier of:
    - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
    - (2) The date when business is resumed at a new permanent location.

"Period of Restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- a. Regulates the construction, use or repair, or

requires the tearing down of any property; or

- b. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

### 3. "Suspension" means:

- a. The slowdown or cessation of your business activities; or
- b. That a part or all of the described premises is rendered untenable.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

No deductible applies to this Coverage Extension.

### Fine Arts

You may extend the insurance provided by this Coverage Form as set forth in the Fine Arts Coverage Endorsement CP 76 68 which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

### Fire Extinguishing Equipment

You may extend the insurance provided by this Coverage Form to:

1. Apply to direct physical loss or damage to Covered Property;
2. Pay for the cost to recharge or refill any "fire extinguishing equipment"; and
3. Pay the cost you incur to clean up the released extinguishing agent;

when "fire extinguishing equipment" is discharged:

1. Due to a Covered Cause of Loss;
2. As a result of the intended operation of such equipment to prevent or control a Covered Cause of Loss;
3. Accidentally; or
4. Resulting from a malfunction of the "fire extinguishing equipment."

We will not pay for loss or damage, recharge and clean-up costs if:

1. You fail to maintain the "fire extinguishing equipment" in proper operating condition; or
2. The discharge occurs while servicing, refilling or testing the "fire extinguishing equipment".

If it is less expensive to do so, we will pay your costs to replace your "fire extinguishing equipment" rather than recharge it.



The following definition applies to this Coverage Extension:

"Fire extinguishing equipment" means portable fire extinguishers and automatic extinguishing systems protecting cooking equipment that are intended to protect described premises. "Fire extinguishing equipment" does not include automatic sprinkler systems.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

No deductible applies to this Coverage Extension.

#### **Installation Property**

You may extend the insurance provided by Your Business Personal Property as set forth in the Installation Property Coverage Endorsement CP 76 69 which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **Lock Replacement Coverage**

You may extend the insurance provided by this Coverage Form to apply to necessary replacement of locks because keys to your described premises have been lost, stolen or damaged by a Covered Cause of Loss.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

No deductible applies to this Coverage Extension.

#### **Members and Guests Property**

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to property belonging to your members or guests while it is in your care, custody or control caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Coverage Extension are the:

1. Any one individual; and
2. Per occurrence

limits shown in the ElitePac Schedule.

Our payment under this Coverage Extension will only be for the account of the owner of the property.

No deductible applies to this Coverage Extension.

#### **Mobile Equipment**

You may extend the insurance provided by this Coverage Form as set forth in the Mobile Equipment Coverage Endorsement CP 76 70 which is made a part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

### **Newly Acquired Or Constructed Property**

#### **1. Building**

If this policy covers Building, you may extend that insurance to apply to direct physical loss or damage to the following when caused by or resulting from a Covered Cause of Loss:

- a. Your new buildings while being built on the described premises; and
- b. Buildings you acquire at locations, other than the described premises, intended for:
  - (1) Similar use as the building described in the Declarations; or
  - (2) Use as a warehouse.

The most we will pay under this Coverage Extension is the Building Per Location limit shown in the ElitePac Schedule.

#### **2. Your Business Personal Property**

If this policy covers Your Business Personal Property, you may extend that insurance to apply to direct physical loss or damage to the following when caused by or resulting from a Covered Cause of Loss:

- a. Business Personal Property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions; or
- b. Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations.

This Extension does not apply to:

- a. Personal property of others that is temporarily in your possession in the course of installing or performing work on such property;
- b. Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities; or
- c. "Stock".

The most we will pay under this Coverage Extension is the Your Business Personal Property Per Location limit shown in the ElitePac Schedule.

#### **3. Period Of Coverage**

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

- a. This policy expires;
- b. 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

**c. You report values to us.**

We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as Covered Property.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

**Non-Owned Detached Trailers**

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to trailers that you do not own caused by or resulting from a Covered Cause of Loss provided that:

1. The trailer is used in your business;
2. The trailer is in your care, custody or control at the described premises or at your newly acquired location; and
3. You have a contractual responsibility to pay for loss or damage to the trailer.

We will not pay for any loss or damage that occurs:

1. While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion; or
2. During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such trailer.

**Ordinance Or Law**

The **Increased Cost of Construction Additional Coverage** is deleted and replaced by the following Ordinance Or Law Coverage Extension:

You may extend the insurance that applies to Building as follows:

1. If there is direct physical loss or damage to described premises caused by or resulting from a Covered Cause of Loss we will pay the following to the extent it results from enforcement of an ordinance or law:
  - a. **Coverage A.** The loss in value of the undamaged portion of the building that requires demolition of undamaged parts of the same building.
  - b. **Coverage B.** The cost to demolish and clear the site of undamaged parts of the same building.
  - c. **Coverage C.** The increased cost to:
    - (1) Repair or reconstruct damaged portions of the same building; and/or

- (2) Reconstruct or remodel undamaged portions of the same building, whether or not demolition is required.

However:

- (1) This coverage applies only if the restored or remodeled building is intended for similar occupancy as the current building, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (2) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

- d. **Coverage D.** The increased cost to repair, rebuild or reconstruct tenant's improvements and betterments.

**2. The ordinance or law must:**

- a. Regulate the demolition, construction or repair of buildings or establishes zoning or land use requirements at the described premises; and
- b. Be in force at the time of loss.

**3. We will not pay under this Coverage Extension for:**

- a. Loss due to any ordinance or law with which:
  - (1) You were required to comply before the loss, even if the building was undamaged; and
  - (2) You failed to comply.
- b. The enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
- c. The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.

**4. We will not pay for increased construction costs under this endorsement:**

- a. Until the property is actually repaired or replaced, at that same premises or elsewhere; and
- b. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed 2 years. We may extend this period in writing during the 2 years.

5. This Coverage Extension is not subject to the terms of the Ordinance or Law Exclusion found in the Causes of Loss - Special Form, to the extent such Exclusion conflicts with this Coverage Extension.

6. The most we will pay under this Coverage Extension for:

a. **Coverage A.** The loss to undamaged portion of the building:

(1) If the property is repaired or replaced on the same or another premises is the lesser of:

(a) The amount you actually spend to repair, rebuild or reconstruct the undamaged portion of the building;

(b) The amount it would cost to restore the undamaged portion to the same height, floor area, style and comparable quality of the original undamaged portion of the building; or

(c) The limit of insurance applicable to the covered building property shown in the Declarations.

(2) If the property is not repaired or replaced or if Replacement Cost does not apply is the lesser of:

(a) The actual cash value of the undamaged portion of the building at the time of loss; or

(b) The limit of insurance applicable to the covered Building property shown in the Declarations.

(3) Coverage A. is not in addition to the Building Limits of Insurance shown in the Declarations and is included within the covered Building Limit of Insurance.

b. **Coverage B.** The cost to demolish and clear the site of undamaged part of the same building is the limit shown in the ElitePac Schedule.

c. **Coverage C.** The increased cost to repair, rebuild, or construct the same building is the limit shown in the ElitePac Schedule.

d. **Coverage D.** The increased cost to repair, rebuild or reconstruct tenant's improvements and betterments is the limit shown in the ElitePac Schedule.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

#### Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage, including debris removal expense, to the following outdoor property owned or leased by you caused by or resulting from a Covered Cause of

Loss:

1. Outdoor fences;
2. Outdoor signs, whether or not attached to buildings;
3. Outdoor storage sheds and garages used to store your business supplies or equipment;
4. Outdoor lights, whether or not attached to buildings;
5. Paved surfaces, including but not limited to bridges, roads, walks, foot and cart bridges, patios, parking lots, running tracks, playgrounds and athletic fields both artificial and natural turf;
6. Playground equipment;
7. Radio and television receiving equipment including loss or damage to your radio and television antennas, satellite dishes and similar audio/visual receiving equipment, their lead-in wiring, masts or towers;
8. Outdoor tents, canopies, and awnings of fabric or slate construction not attached to a building and located on or off your described premises;
9. Ornamental Gardens. However, loss or damage caused by weight of ice, snow or sleet is not covered;
10. Hardscape landscaping consisting of masonry or stone bridges, walks, patios, retaining walls or similar surfaces or wooden landscaping bridges, permanent objects whose primary function is decoration, benches, statues, fountains, monuments and gazebos or similar structures; and
11. Outdoor artwork and decorative objects.

When you are a governmental entity:

1. Outdoor Property also includes water hydrants, street lights, street signs, traffic lights, utility poles and related equipment owned by you;
2. Outdoor Property is covered within the jurisdictional boundaries of your governmental entity on a per occurrence basis instead of an each described premises basis.

However, this Coverage Extension does not apply to loss or damage caused by freezing or thawing.

The most we will pay, including debris removal expense, under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### Outdoor Trees, Shrubs And Plants

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to your outdoor trees, shrubs and plants (other than "stock" of trees, shrubs or plants) including debris removal expense, caused by or resulting from a Covered Cause of Loss.

This Coverage Extension does not apply to loss or damage to property covered under the Outdoor Property Coverage Extension.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule but not more than \$2,500 for any one tree, shrub or plant.

For schools and governmental entities, the most we will pay in any one policy year is \$100,000.

#### **Personal Effects**

You may extend the insurance that applies to Your Business Personal Property as set forth in the Personal Effects Coverage Endorsement CP 76 71 which is made part of this policy.

The most we will pay under this Coverage Extension are the:

1. Per person; and
2. Per occurrence

limits shown in the ElitePac Schedule.

This Coverage Extension does not apply to property covered under the Members and Guest Property Coverage Extension.

No deductible applies to this Coverage Extension.

#### **Personal Property At Unnamed Premises - Within the Coverage Territory**

You may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to Business Personal Property and Personal Property of Others in your care, custody or control while at an "unnamed premises" caused by or resulting from a Covered Cause of Loss.

For this Coverage Extension, "unnamed premises" means locations:

1. Owned, leased or operated by you; or
2. Not owned, leased or operated by you, where Your Business Personal Property or Personal Property of Others in your care, custody or control is located, including fairs, trade shows or exhibitions;

that are within the Coverage Territory and not described in the Declarations.

This Coverage Extension does not apply to:

1. Installation property;
2. Personal effects;
3. "Portable computers";
4. Property in the care, custody or control of your salesperson;
5. Property in transit;
6. Tools and Equipment;
7. Property covered under the Newly Acquired Or Constructed Property Coverage Extension; or
8. Property outside of the Coverage Territory.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **Personal Property At Unnamed Premises - Outside the Coverage Territory**

You may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to Business Personal Property and Personal Property of Others in your care, custody and control while at an "unnamed premises" caused by or resulting from a Covered Cause of Loss.

For this Coverage Extension, "unnamed premises" means locations:

1. Owned, leased or operated by you; or
2. Not owned, leased or operated by you, where Your Business Personal Property or Personal Property of Others in your care, custody or control is located including fairs, trade shows or exhibitions;

that are at worldwide locations outside the Coverage Territory except within any country upon which the United States government has imposed sanctions, embargoes or any similar prohibition.

This Coverage Extension does not apply to:

1. Installation property;
2. Personal effects;
3. "Portable computers";
4. Property in the care, custody or control of your salesperson;
5. Property in transit;
6. Tools and Equipment; and
7. Property within the Coverage Territory.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **Personal Property Of Others**

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to Personal Property of Others in your care, custody or control caused by or resulting from a Covered Cause of Loss.

This Coverage Extension does not apply to:

1. Installation property;
2. Members' and guests' property;
3. Personal effects;
4. Property in the care, custody or control of your salesperson;
5. Property in transit;
6. Tools and Equipment;
7. Business Personal Property of a golf club professional(s) working at your club; and



**8. Property of others for which you are legally liable as:**

- a. A carrier for hire; or
- b. An arranger of transportation, including car loaders, consolidators, brokers, freight forwarders or shipping associates.

The most we will pay under this Coverage Extension is the applicable Limit of Insurance for Your Business Personal Property shown in the Declarations.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

Our payment for loss of or damage to Personal Property of Others will only be for the account of the owner of the property.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

**Property In Transit**

You may extend the insurance provided by Your Business Personal Property as set forth in the Property In Transit Coverage Endorsement CP 76 72 which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

**Salesperson's Samples**

You may extend the insurance provided by Your Business Personal Property as set forth in the Salesperson's Samples Coverage Endorsement CP 76 73 which is made part of this policy.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

**Spoilage**

You may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to Covered Property caused by or resulting from the following:

1. Breakdown or Contamination, meaning:
  - a. Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; and
  - b. Contamination by the refrigerant.
2. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

For purposes of the Coverage Extension, Covered Property means "perishable stock" at the described premises owned by you or by others that is in your care, custody and control.

Only the following Exclusions contained in Paragraph B.1. of the Causes of Loss - Special Form apply to this Coverage Extension:

1. Earth Movement;
2. Governmental Action;
3. Nuclear Hazard;
4. War and Military Action; and
5. Water.

The following additional exclusions apply to this Coverage Extension:

1. The disconnection of any refrigerating, cooling or humidity control system from the source of power.
2. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
3. The inability of an electrical utility company or other power source to provide sufficient power due to:
  - a. Lack of fuel; or
  - b. Governmental order.
4. The inability of a power source at the described premises to provide sufficient power due to lack of generating capacity to meet demand.
5. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

"Perishable stock" means personal property:

1. Maintained under controlled conditions for its preservation; and
2. Susceptible to loss or damage if the controlled conditions change.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

**Tenant Building and Business Personal Property Coverage Required By Lease**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to Building and Business Personal Property you do not own that you have a contractual responsibility to insure caused by or resulting from a Covered Cause of Loss. This includes building fixtures, machinery and equipment.

The most we will pay under the Coverage Extension is the limit shown in the ElitePac Schedule.



**Tenant's Building Glass Liability**

If you are a tenant and no Limit of Insurance is shown in the Declarations for Building coverage, you may extend the insurance provided for Your Business Personal Property to cover direct physical loss or damage to building glass that is part of the exterior or interior walls, floors or ceilings of the building or structure occupied by you at the described premises caused by or resulting from a Covered Cause of Loss.

We will also pay for necessary:

1. Expenses incurred to put up temporary plates or board up openings;
2. Repair or replacement of encasing frames;
3. Expenses incurred to remove or replace obstructions; and
4. Repair or replace alarm tapes.

This Coverage Extension only applies to glass owned by you, or by others which is in your care, custody or control, and for which you are legally, or have contractually agreed to be, responsible.

Our payment for glass owned by others will only be for the account of the owner of the glass.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

**Tenant Lease Assessment**

You may extend your Business Personal Property to apply to your share of any assessment charged to all tenants by the building owner as agreed to in your written lease agreement as a result of direct physical loss or damage to building property you occupy caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

**Tenant Leasehold Improvements**

You may extend the insurance provided by Your Business Personal Property or, if written under a separate limit of insurance, Your Tenant's Improvements and Betterments to apply to the unamortized value of tenant's improvements and betterments that remain, and that you were forced to abandon, if your lease is cancelled in accordance with a valid lease provision as the direct result of a Covered Cause of Loss to property at the location in which you are a tenant.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your

Business Personal Property Limit of Insurance or if written separately, the Tenant's Improvements and Betterments Limit of Insurance shown in the Declarations.

**Theft Damage To Building**

You may extend the insurance that applies to Your Business Personal Property to apply to damage to that part of any building containing Covered Property caused directly by theft or attempted theft.

We will not pay for damage to glass or to lettering or artwork on glass.

This Coverage Extension applies only to described premises where you are a tenant and are responsible for such damage by the provisions of a written lease agreement.

This Coverage Extension is not in addition to the limits shown in the Declarations and is included within Your Business Personal Property Limit of Insurance.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

**Tools and Equipment**

You may extend the insurance provided by Your Business Personal Property as set forth in the Tools and Equipment Coverage Endorsement CP 76 74 which is made part of this policy.

The most we will pay for loss or damage under this Coverage Extension is the limit shown in the ElitePac Schedule.

**Utility Services - Direct Damage**

You may extend the insurance provided by this Coverage Form to apply to loss or damage to Covered Property caused by the interruption of service to the described premises. The interruption must result from direct physical loss or damage to the following property located outside of a covered building described in the Declarations and be caused by or result from a Covered Cause of Loss:

1. Water Supply Services, meaning pumping stations and water mains supplying water to the described premises.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a. Communication transmission lines, including optic fiber transmission lines;
  - b. Coaxial cables; or
  - c. Microwave radio relays, excepting satellites.
 Overhead communication transmission lines are excluded.

3. **Power Supply Services**, meaning utility generating plants, switching stations, substations, transformers and transmission lines supplying electricity, steam or gas to the described premises.

Overhead power transmission lines are excluded.

As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Utility Services Exclusion does not apply to the extent that coverage is provided under this Coverage Extension.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

#### **Valuable Papers And Records**

You may extend the insurance provided by Your Business Personal Property as set forth in the Valuable Papers Coverage Endorsement CP 76 75 which is made part of this policy.

The most we will pay for loss or damage under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### **LIMITS OF INSURANCE**

The following is added to Section C. **LIMITS OF INSURANCE**:

##### **Business Personal Property Seasonal Increase**

The Limit of Insurance for Business Personal Property will increase by the percentage shown in the ElitePac Schedule to provide for seasonal variations in your business. This percentage increase will apply only if the limit shown for Your Business Personal Property in the Declarations is at least 100% of your average monthly values during the lesser of:

1. The 12 months immediately preceding the date the loss or damage occurs; or
2. The period of time you have been in business as of the date the loss or damage occurs.

For operations that include the seasonal sale of plants, trees and shrubs, the Limit of Insurance for Business Personal Property will increase by 50%.

The per occurrence deductible shown in the Declarations applies to this Coverage Extension.

#### **DEDUCTIBLE**

The following is added to Section D. **DEDUCTIBLE**:

If multiple deductibles apply to loss covered under this Coverage Form, the most we will deduct from the loss is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s)

actually taken will be applied toward any remaining larger deductible(s).

If a loss covered under this Coverage Form also involves a loss covered under an Inland Marine Coverage Form or the Physical Damage Section of a Business Auto Coverage Form issued to you by us or any of our affiliates, the most we will deduct from the loss is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and, any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

#### **LOSS CONDITIONS**

The following are added to **Valuation under Loss Conditions**:

1. Finished "stock" you fabricated, manufactured or hold for sale including "stock" you have sold but not delivered, at the selling price less discounts and expenses you otherwise would have had.
2. **Consequential Loss To Stock.** We will pay the reduction in value of the remaining parts of "stock" when the reduction is caused by direct physical loss of or damage to other parts of "stock" at the described premises caused by or resulting from a Covered Cause of Loss.
3. Personal Property of Others at the amount for which you are liable, not to exceed the replacement cost.
4. Members and guests property at the amount for which you are liable, not to exceed the replacement cost.

#### **ADDITIONAL CONDITIONS**

The following is added to **Additional Condition F.1. Coinsurance**:

Do not include the values of the following Covered Property types in determining the most we will pay:

1. The cost of excavations, grading, backfilling or filling;
2. Foundations of buildings, structures, machinery or boilers if their foundations are below:
  - a. The lowest basement floor; or
  - b. The surface of the ground, if there is no basement;
3. Personal property while airborne or waterborne; and
4. Underground pipes, flues or drains.

#### **SECTION II**

The **CAUSES OF LOSS - SPECIAL FORM** is amended as follows:

#### **EXCLUSIONS**

Under Section B. **Exclusions**:

Exclusions 2.d.(7) and 2.i. are deleted and do not apply.

**LIMITATIONS****Under Section C. Limitations:**

1. Paragraphs 1.d., 1.f., 2., and 3.c. are deleted and do not apply.
2. Paragraph 3.a. is deleted and replaced by the following:
  - a. For furs, fur garments and garments trimmed with fur, the most we will pay is the limit shown in the ElitePac Schedule.
3. The following is added to Paragraph 3.b.:
 

For gold, silver, platinum, and other precious alloys or metals used as a raw material in your manufacturing process the most we will pay is the limit shown in the ElitePac Schedule.

**ADDITIONAL COVERAGE EXTENSIONS**

**Property In Transit** Additional Coverage Extension does not apply.

**SECTION III**

When a **BUSINESS INCOME COVERAGE FORM** is made a part of this policy, that form is amended as follows:

**ADDITIONAL COVERAGES**

The following is added to Section 5. **Additional Coverages**:

Unless otherwise stated in this endorsement or in a specific Additional Coverage, Additional Coverages:

1. Are in addition to the Limits of Insurance shown in the Declarations;
2. Apply to each described premises on a per occurrence basis;
3. Do not have a waiting period under the definition of "period of restoration"; and
4. Are stand-alone Additional Coverages that do not:
  - a. Impact the coverage scope or limits applicable to any Business Income and Extra Expense or any other Additional Coverage; or
  - b. Otherwise modify this policy's coverage scope or limits.

The following **Additional Coverages** are added:

**Auto Physical Damage Business Income**

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to a "covered motor vehicle". The loss or damage must be caused by or resulting from a Covered Cause of Loss.

"Covered motor vehicle" means a vehicle:

1. Owned by you; or

2. Leased to you for a period greater than 6 months; and
3. Insured by us or any of our affiliates under an Automobile or Garage Coverage Part:
  - a. Covered for direct physical loss or damage; and
  - b. Maintains rental reimbursement coverage; and
4. Used to transport your business personal property.

For this Additional Coverage only:

1. "Operations" also means your business activities involving the use of a "covered motor vehicle".
2. "Period of restoration" applies to the "covered motor vehicle" rather than the described premises.

Payment for Extra Expense does not apply under this Additional Coverage.

This Additional Coverage does not apply to "private passenger type vehicles".

"Private passenger type vehicle" means a four-wheel auto of the private passenger or station wagon type.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

**Back Up Of Sewer, Drain Or Sump - Business Income**

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage to Covered Property at described premises. The loss or damage must be caused by or result from:

1. Water or waterborne material that backs up or overflows or is otherwise discharged from the described premises sewer, drain, sump, sump pump or its related equipment; or
2. Water under the ground surface pressing on, or flowing or seeping through foundations, walls, floors or paved surfaces.

However, we will not pay for the loss of Business Income you sustain in the event of mechanical breakdown to a sump, sump pump or its related equipment.

This Additional Coverage does not apply to loss of Business Income caused by or resulting from an insured's failure to:

1. Keep a sump pump or its related equipment in proper working condition; or
2. Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

The most we will pay for loss of Business Income under this Additional Coverage is the limit shown in the ElitePac Schedule or the Business Income Limit of Insurance shown in the Declarations, whichever is less.



**This coverage extension is not flood insurance.** We will not pay for direct physical loss or damage from water or waterborne material that backs up or overflows from a sewer, drain, sump, sump pump or related equipment caused by any flood whether or not the flood contributes concurrently or in any sequence to the loss. Flood includes the accumulation of surface water, waves, tides, tidal waves, overflow of streams or other bodies of water, or their spray, all whether driven by wind or not, that enters the sewer or drain system.

#### **Building Owner - Lessor's Leasehold Interest**

We will pay for loss of "leasehold interest" in the event that your tenant(s) cancel their lease(s) in a described premises, due to untenability as a result of direct physical loss or damage to the described premises caused by or resulting from a Covered Cause of Loss.

"Leasehold interest" means the difference between the:

1. Rent you were collecting at the described premises prior to the loss; and
2. Rental Value of the described premises after loss or damage has been repaired or rebuilt. Rental Value for this Additional Coverage means:
  - a. Total anticipated rental income from tenant occupancy of the described premises as furnished and equipped by you; and
  - b. Amounts of all charges which are the legal obligations of the tenants which would otherwise be your obligations.

Loss of "leasehold interest" does not include:

1. Prepaid rent;
2. Security and other deposits made by tenants; or
3. Insurance, taxes or other payments you made on behalf of the tenants.

We will pay only for loss of "leasehold interest" that you sustain after tenant ability is restored and until the earlier of:

1. The date you lease the premises to another tenant;
2. 12 months immediately following the "period of restoration"; or
3. The normal expiration date of the cancelled lease(s).

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

#### **Contractual Penalties**

We will pay for contractual penalties you are legally liable to pay under a written contract between you and your customers. These penalties must result from your failure to deliver your product or service within the time required by contract and is caused by direct physical loss or damage to Covered Property. The loss or damage must be caused by or result from a Covered Cause of Loss.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

#### **Denial of Service**

We will pay for the loss of Business Income you sustain caused by or resulting from a "denial of service attack".

"Denial of service attack" means the malicious direction of a high volume of worthless inquiries to web site or email destinations, effectively denying or limiting legitimate access.

This Additional Coverage applies to "denial of service attacks":

1. That originate anywhere in the world; and
2. Whether or not there has been any physical damage to data or software.

Denial of Service does not include loss of Business Income from the theft of telephone services or the theft of any property.

We will not pay for any loss of Business Income that you sustain during the 12 hours that immediately follow the time when you first discovered the "denial of service attack".

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

#### **Dependent Properties**

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

For this Additional Coverage only, "period of restoration" means the period of time that:

1. Begins 72 hours after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the premises of the "dependent property"; and
2. Ends on the date when the property at the premises of the "dependent property" should be repaired, rebuilt or replaced with reasonable speed and similar quality.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

1. Regulates the construction, use or repair, or requires the tearing down, of any property; or
2. Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

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The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

This Additional Coverage does not apply to "dependent properties" for which you have more specific insurance either under this policy or another.

#### **Extended Business Income**

The 30 consecutive days restriction under Extended Business Income is changed to the number of consecutive days shown in the ElitePac Schedule.

#### **Food Contamination Shutdown**

We will pay for the:

1. Loss of Business Income you sustain; and
2. Extra Expense you incur

from the necessary "suspension" of your "operations" because the Board of Health, or another government authority, has issued an order to you in connection with the discovery of or suspicion of "food contamination."

Extra Expense coverage is limited to the following:

1. Your costs to clean and sanitize your equipment as required by the government authority;
2. Your costs to replace consumable goods declared or suspected by the government authority to be contaminated;
3. Reimbursement to infected patrons for doctor's care, hospitalization and necessary blood work;
4. Necessary medical tests and vaccines for affected employees as required by government authority. However, we will not pay for any expense that is otherwise covered under a Workers' Compensation policy; and
5. Your additional advertising expenses you incur following the notification by the government authority to resume "operations" and regain customers.

We will not pay for fines or penalties of any kind. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

We will not pay for any expense that is covered elsewhere under this policy or any other policy issued to you by us or any of our affiliates.

This Additional Coverage also does not apply to any "food contamination" arising out of, or directly or indirectly related to an epidemic, a pandemic or any other wide-spread outbreak of communicable disease. For purposes of this Additional Coverage, an epidemic means an outbreak of communicable disease that simultaneously affects persons over a localized geographic area. A pandemic means an outbreak of

communicable disease that typically affects a significant portion of the population over a wide geographic area, such as a country, multiple countries or multiple continents.

In the event of a loss you must:

1. Give us prompt notice of the "suspension" declaration;
2. Notify any government authority that may have jurisdiction over the incident; and
3. As soon as possible, give us a description of how, when and where the "food contamination" was first discovered.

For this Additional Coverage, "food contamination" means an outbreak of food poisoning or food-related illness of one or more persons arising out of:

1. Tainted food you distributed or purchased except where such food has been contaminated by virus or bacteria and results in the outbreak of food poisoning or food-related illness at more than one location, regardless of whether the other location(s) is owned or operated by you or in any way related to your business "operations"; or
2. Food which has been improperly processed, stored, handled or prepared in the course of your business "operations".

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

#### **Increased Realty Tax Assessment Coverage**

We will pay for the additional realty tax assessment you incur after the "period of restoration" due to repair, rebuilding or reconstruction of a damaged building or structure at a described premises that exceeds the realty tax assessment you would have incurred if there had been no direct physical loss or damage caused by or resulting from a Covered Cause of Loss.

However, we will not pay for any of the following:

1. Realty tax assessments made more than:
  - a. One year after the end of the "period of restoration"; or
  - b. Two years after the date of the damage to the covered building or structure from a covered loss;
 whichever is sooner.
2. Realty tax assessments made due to physical loss or physical damage that does not cause a suspension of payments of base (monthly) rent by one or more of your tenants.
3. Realty tax assessments paid on your behalf.



4. That part of the realty tax assessment increase due to increases in the mill rate, the assessment level or similar ratios by which the relation of property value to realty tax is expressed, since the latest assessment prior to the loss or damage. The mill rate is the amount of realty tax paid per dollar of assessed property value. The assessment level is the ratio of assessed values to fair market value.
5. A realty tax assessment increase that is due to your decision to rebuild the building:
  - a. With a different building configuration;
  - b. With a larger building area;
  - c. With better building material or quality;
  - d. With a different purpose; or
  - e. At a different location.

The most we will pay in any one occurrence is the lesser of:

1. All related increases in realty tax assessments during the 12 months immediately following the assessment; or
2. The limit shown in the ElitePac Schedule.

#### **Ingress Or Egress**

We will pay for:

1. The loss of Business Income you sustain due to the necessary "suspension" of your "operations"; and
2. Extra Expense you incur

when ingress to or egress from the described premises is prevented, other than as provided in the Civil Authority Additional Coverage. The prevention of ingress to or egress from the described premises must be caused by direct physical loss or damage to property that is away from, but within 5 miles of the described premises. The loss or damage must be caused by or result from a Covered Cause of Loss.

This Additional Coverage will begin after a waiting period of 24 hours from the date when the ingress or egress is first prevented and apply for up to 30 consecutive days.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

#### **Pollutant Clean-Up And Removal - Business Income**

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by the discharge, dispersal, seepage, migration, release or escape of "pollutants" to land or water at the described premises. Such discharge, dispersal, seepage, migration, release or escape must be caused by or result from a Covered Cause of Loss that occurs during the policy period.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

#### **Project Research And Development Documentation And Prototypes Business Income**

We will pay for the loss of Business Income you sustain due to direct physical loss or damage to "project research and development documentation" and "prototypes", caused by or resulting from a Covered Cause of Loss.

The following definitions apply to this Additional Coverage:

1. "Project Research and Development Documentation" means written, printed or inscribed documents, plans and records directly associated with your research and development operations.
2. "Prototypes" means the first or original model of a new design.

This Additional Coverage is not in addition to the limits shown in the Declarations and is included within the Business Income Limit of Insurance.

#### **Unnamed Premises - Business Income**

We will pay for:

1. The loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration"; and
2. The reasonable and necessary Extra Expense you incur during the "period of restoration";

as a result of direct physical loss or damage to property at "unnamed premises" caused by or resulting from a Covered Cause of Loss.

For this Additional Coverage, "unnamed premises" means locations:

1. Owned, leased or operated by you; or
2. Not owned, leased or operated by you, where Your Business Personal Property or Personal Property of Others in your care, custody or control is located;

that are within the Coverage Territory and not described in the Declarations.

This Additional Coverage does not apply to loss of Business Income caused by or resulting from loss or damage to:

1. A "dependent property";
2. Any location to which the Newly Acquired Locations Coverage Extension applies; or
3. Property in the due course of transit.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

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**Utility Services - Time Element**

We will pay for the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by the interruption of service to the described premises due to direct physical loss or damage to the following property located outside of a covered building described in the Declarations. The loss or damage must be caused by a Covered Cause of Loss:

1. Water Supply Services, meaning pumping stations and water mains supplying water to the described premises.
2. Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
  - a. Communication transmission lines, including optic fiber transmission lines;
  - b. Coaxial cables; or
  - c. Microwave radio relays, excepting satellites.
 Overhead communication transmission lines are excluded.
3. Power Supply Services, meaning utility generating plants, switching stations, substations, transformers and transmission lines supplying electricity, steam or gas to the described premises.

Overhead power transmission lines are excluded.

As used in this endorsement, the term transmission lines includes all lines which serve to transmit communication service or power, including lines which may be identified as distribution lines.

The Utility Services Exclusion does not apply to the extent that coverage is provided under this Additional Coverage.

The **Additional Condition, Coinsurance**, does not apply to this Additional Coverage.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule, but we will not pay for the loss of Business Income you sustain during the first 24 hours immediately following the direct physical loss or damage.

**COVERAGE EXTENSION****Newly Acquired Locations - Business Income**

Under Section A.6., Coverage Extension, Newly Acquired Locations:

1. Paragraph b. is deleted and replaced by the following:
  - b. The most we will pay under this Coverage Extension for the sum of Business Income loss and Extra Expense incurred is the limit shown in the ElitePac Schedule.
2. Paragraph c.(2) is deleted and replaced by the following:
  - (2) 180 days expire after you acquire or begin to construct the property; or

**DEFINITIONS**

The following definition is added to Section F. Definitions:

"Dependent Property" means property operated by others you depend on to:

- a. Deliver materials or services (other than water, communications, or power supply) to you, or to others for your account (Contributing Locations);
- b. Accept your products or services (Recipient Locations);
- c. Manufacture products for delivery to your customers under contract of sale (Manufacturing Locations); or
- d. Attract customers to your business (Leader Locations).

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# Comm.Unity® of Faith ElitePac® Property Extension Endorsement

COMMERCIAL PROPERTY  
CP 76 34 07 21

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

1. All references in the above forms to 100 feet are changed to 1,500 feet.
2. If we or any of our affiliates issue other insurance to you and more than one limit of insurance applies to loss or damage sustained by you, the following limitations will apply:
  - a. Your recovery under all such insurance will not exceed the actual amount of loss or damage sustained; and
  - b. The insurance provided by this endorsement applies in excess of and, except as to premium, limits and notice, follows the terms, conditions, limitations and exclusions of other applicable insurance issued to you by us or any of our affiliates.
3. With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

### SECTION I

The **BUILDING AND PERSONAL PROPERTY COVERAGE FORM** is amended as follows:

#### COVERAGE

The following is added to **A.1.a. Building**:

- (6) Permanently attached:
  - (a) Building glass, including art glass windows and stained glass;
  - (b) Altars, pulpits, baptismal fonts, pews and similar seating;
  - (c) Organs, organ pipes and related speaker systems; and
  - (d) Clocks and bells.

#### COVERAGE EXTENSIONS

With respect only to the Coverage Extensions contained in this endorsement, the following is added to **Coverage Extensions**:

Unless otherwise stated in this endorsement or in a specific Coverage Extension, Coverage Extensions:

1. Are subject to the Deductible shown in the Commercial Property Coverage Declarations or \$500 per occurrence, whichever is less;
2. Are not subject to the **Additional Condition Coinsurance**;
3. Are in addition to the Limits of Insurance shown in the Declarations;
4. Apply to each described premises on a per occurrence basis; and
5. Are stand-alone Coverage Extensions that do not:
  - a. Impact the coverage scope or limits applicable to any Covered Property, Business Personal

Property, Personal Property of Others or any other Coverage Extension; or

- b. Otherwise modify this policy's coverage scope or limits.

The following **Coverage Extensions** are added:

#### Automated External Defibrillators

You may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to automated external defibrillators caused by or resulting from a Covered Cause of Loss while at the described premises or temporarily at a location you do not own, lease or operate.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

#### Donated Automobiles Held for Sale

**(This provision does not apply in Massachusetts and Virginia)**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to donated automobiles or trailers held by you for sale up to 180 days from the date of the donation caused by or resulting from a Covered Cause of Loss.

Loss or damage will be adjusted on an actual cash value basis. **Optional Coverage G.3. Replacement Cost** does not apply to this Coverage Extension.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

A \$250 per donated auto deductible applies to this Coverage Extension.

**Dwelling Appurtenances**

When coverage for "dwellings" is scheduled in the Declarations, you may extend the insurance provided by your Building coverage to apply to direct physical loss or damage to private structures appurtenant to the described "dwellings" and located on the same premises caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Coverage Extension is 15% of the Limit of Insurance for "dwellings" shown in the Declarations.

**Dwelling Personal Property**

When coverage for "dwellings" is scheduled in the Declarations, you may extend the insurance provided by Your Business Personal Property to apply to direct physical loss or damage to personal property owned by you and located in "dwellings" maintained by you caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

A \$250 per occurrence deductible applies to this Coverage Extension.

**Grave Markers and Headstones**

You may extend the insurance provided by this Coverage Form to apply to direct physical loss or damage to grave markers and headstones not owned by you at the described premises caused by or resulting from a Covered Cause of Loss.

Our payment for loss or damage will only be for the account of the owner of the property.

The most we will pay under this Coverage Extension are the:

1. Per occurrence; and
2. Any one policy year

limits shown in the ElitePac Schedule.

A \$250 per occurrence deductible applies to this Coverage Extension.

**Personal Property and Personal Effects of Clergy**

You may extend the insurance that applies to Your Business Personal Property to apply to direct physical loss or damage to personal property and personal effects of clergy employed by you caused by or resulting from a Covered Cause of Loss while the property is at the described premises or in your vehicle.

This Coverage Extension is excess over any other insurance provided by the clergy.

Our payment for loss or damage will only be for the account of the owner of the property.

The most we will pay under this Coverage Extension is the limit shown in the ElitePac Schedule.

**DEDUCTIBLE**

The following is added to Section **D. DEDUCTIBLE**:

If multiple deductibles apply to loss covered under this Coverage Form, the most we will deduct from the loss is

the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

If a loss covered under this Coverage Form also involves a loss covered under an Inland Marine Coverage Form or the Physical Damage Section of a Business Auto Coverage Form issued to you by us or any of our affiliates, the most we will deduct from the loss is the single largest deductible involved. Furthermore, each deductible will only be applied against its applicable coverage and any deductible amount(s) actually taken will be applied toward any remaining larger deductible(s).

**LOSS CONDITIONS**

The following is added to Paragraph **E.6.a.** of the Vacancy condition:

- (3) "Dwellings" maintained for occupancy by clergy or staff member(s), whether paid or not, will not be considered vacant at any time.

For "dwellings" that are temporarily vacant:

- (a) All utilities and heat must be maintained at adequate levels to prevent freezing of pipes and drains; or
- (b) The "dwelling" must be properly winterized to prevent freezing of pipes and drains.

for the vacancy provision to not apply.

**DEFINITIONS**

The following additional definition is added:

- a. "Dwellings" means residential building(s) occupied by not more than four families.

**SECTION II**

The **CAUSES OF LOSS - SPECIAL FORM** is amended as follows:

Under Section **B. Exclusions**:

Exclusions **2.d.(7)** and **2.i.** are deleted and do not apply.

**SECTION III**

When the **BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM** is made a part of this policy, that form is amended as follows:

**ADDITIONAL COVERAGES**

With respect only to the Additional Coverages contained in this endorsement, the following is added to **Additional Coverages**:

Unless otherwise stated in this endorsement or in a specific Additional Coverage, Additional Coverages:

1. Are in addition to the Limits of Insurance shown in the Declarations;
2. Apply to each described premises on a per occurrence basis;
3. Do not have a waiting period under the definition of "period of restoration"; and



4. Are stand-alone Additional Coverages that do not:
- Impact the coverage scope or limits applicable to any Business Income and Extra Expense or any other Additional Coverage; or
  - Otherwise modify this policy's coverage scope or limits.

The following **Additional Coverages** are added:

#### **Communicable Disease Extra Expense**

We will pay the extra expense you incur when a local, state or federal Board of Health having jurisdiction over your "operations" orders that a described premises be evacuated, decontaminated or disinfected due directly to an outbreak of a communicable disease at that described premises.

Extra Expense coverage under this Additional Coverage includes but is not limited to the necessary costs to:

- Evacuate the described premises;
- Provide required medical tests, blood tests, doctors' care, inoculations, vaccinations, antibiotics and/or hospitalization for infected persons other than your employees;
- Clean your equipment and disinfect the described premises in accordance with the jurisdictional Board of Health requirements;
- Replace consumable goods declared contaminated by the jurisdictional Board of Health;
- Test the described premises to confirm the elimination of the communicable disease; or
- Obtain extra advertising to restore your business reputation.

However, we will not pay for:

- Fines or penalties of any kind;
- Any resulting loss of Business Income;
- Any Extra Expense caused by or resulting from the suspension, lapse or cancellation of any license, lease or contract; or
- Any expense that is covered elsewhere under this endorsement, policy or any other policy issued to you by us or any of our affiliates.

This Additional Coverage does not apply to an outbreak of communicable disease that arises out of, results in or is related in any way to an epidemic, pandemic or any other wide-spread outbreak of communicable disease. For purposes of this coverage, an epidemic means an outbreak of communicable disease that simultaneously affects persons over a localized geographic area. A pandemic means an outbreak of communicable disease that typically affects a significant portion of the population over a wide geographic area, such as a country, multiple countries or multiple continents.

The most we will pay under this Additional Coverage for any one outbreak of a communicable disease is the limit shown in the ElitePac Schedule.

A \$500 per occurrence deductible applies to this Additional Coverage.

#### **Emergency Vacating Expenses**

We will pay the reasonable expenses that you incur in the vacating of a described premises if vacating:

- Is in response to an imminent danger of injury or loss of life to persons; or
- Is required by civil authority.

This Additional Coverage only applies if there is actual or threatened loss to Covered Property caused by or resulting from a Covered Cause of Loss.

We will not pay for expenses caused by or resulting from the following:

- A strike, bomb threat or false fire alarm, unless vacating is ordered by a civil authority;
- A planned vacating drill;
- The vacating of one or more members or guests, that is due and confined to their individual medical condition; or
- Expense you incur when a local, state or federal Board of Health having jurisdiction over your "operations" orders that a described premises be evacuated, decontaminated or disinfected due directly to an outbreak of a communicable disease at the described premises.

The most we will pay under this Additional Coverage is the limit shown in the ElitePac Schedule.

A \$500 per occurrence deductible applies to this Additional Coverage.

#### **Terrorism Travel Expense**

We will pay for reasonable and necessary travel expenses incurred by your clergy due to a Certified Act of Terrorism when this policy provides coverage for Certified Acts of Terrorism. Your clergy must have been traveling on your behalf at the time the Certified Act of Terrorism occurred.

This Additional Coverage is excess over any coverage in a travel insurance policy carried by you or by your clergy for these expenses.

This Additional Coverage does not apply when travel services or reimbursement for travel services are provided by hotels, transportation carriers or other travel service providers.

The most we will pay under this Additional Coverage in any one occurrence, regardless of the number of affected individuals is the limit shown in the ElitePac Schedule.

A \$500 per occurrence deductible applies to this Additional Coverage.

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## BUSINESS INCOME ACTUAL LOSS SUSTAINED — 18 MONTH LIMITATION ENDORSEMENT

COMMERCIAL PROPERTY  
CP 76 61 01 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

##### A. Under Paragraph A.5. Additional Coverages:

1. Subparagraph (1)(b)(ii) of c. **Extended Business Income** is deleted and replaced with the following:
  - ii. 90 consecutive days after the date determined in (1)(a) above.
2. Subparagraph (2)(b)(ii) of c. **Extended Business Income** is deleted and replaced with the following:
  - ii. 90 consecutive days after the date determined in (2)(a) above.

##### B. Section B. **Limits of Insurance** is deleted and replaced by the following:

###### B. **Limits of Insurance**

The most we will pay for any one occurrence of loss covered under Section A.1. **Business Income** and A.2. **Extra Expense** of this form is the actual loss of Business Income you sustain and Extra Expense you incur during the 18 consecutive month period following the date of direct physical loss or damage at described premises shown in the Declarations.

For covered loss of Business Income and Extra Expense incurred during this policy's effective period, the 18 consecutive month time period will not terminate upon expiration of this policy.

Any Additional Coverages and Coverage Extensions subject to a specific limit contained in that Additional Coverage and Coverage Extension remain subject to that specific limit.

- C. Section D. **Additional Condition COINSURANCE** is deleted and does not apply.
- D. Section E. **Optional Coverages** is deleted and does not apply.

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**ACCOUNTS RECEIVABLE COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 64 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections A. Coverage and B. Exclusions and Limitations of the Building And Personal Property Coverage Form and the Causes of Loss - Special Form are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE****1. We will pay:**

- a. All amounts due from your customers that you are unable to collect;
- b. Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- c. Collection expenses in excess of your normal collection expenses that are made necessary by the loss; and
- d. Other reasonable expenses that you incur to reestablish your records of accounts receivable;

that result from any Covered Cause of Loss to your records of accounts receivable.

**2. PROPERTY NOT COVERED**

Coverage does not apply to:

- a. Records of accounts receivable in storage away from the "premises" shown in the Declarations except as provided in the Away From Your "Premises" Coverage Extension of this endorsement; or
- b. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risks of direct physical loss or damage to your records of accounts receivable except those causes of loss listed in the Exclusions.

**4. ADDITIONAL COVERAGE - COLLAPSE**

We will pay for direct loss caused by or resulting from risks of direct physical loss involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass; falling objects; weight of snow, ice or sleet; water damage; all only as insured against in this endorsement;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof;
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the ElitePac Schedule.

**5. Coverage Extension****a. Removal**

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- (1) At a safe place away from your "premises"; or
- (2) Being taken to and returned from that place.

This Coverage Extension is included within the Accounts Receivable Limit of Insurance shown in the ElitePac Schedule and is not in addition to the limits shown in the ElitePac Schedule.

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**b. Away From Your "Premises"**

We will pay up to \$25,000 for loss to Covered Property while it is away from your "premises".

The limit for this Coverage Extension is in addition to the limits shown in the ElitePac Schedule.

**B. EXCLUSIONS**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.

**b. Dishonest or criminal act committed by:**

- (1) You, any of your partners, your employees, directors, trustees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- c. Alteration, falsification, concealment or destruction of records of accounts receivable done to conceal the wrongful giving, taking or withholding of money, securities or other property.

This exclusion applies only to the extent of the wrongful giving, taking or withholding.

- d. Bookkeeping, accounting or billing errors or omissions.
- e. Electrical or magnetic injury, disturbance or erasure of electronic recordings that is caused by or results from:

- (1) Programming errors or faulty machine instructions;
- (2) Faulty installation or maintenance of data processing equipment or component parts;
- (3) An occurrence that took place more than 100 feet from your "premises"; or
- (4) Interruption of electrical power supply, power surge, blackout or brownout if the cause of such occurrence took place more than 1,000 feet from your "premises".

But we will pay for direct loss caused by lightning.

- f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

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- g. Unauthorized instructions to transfer property to any person or to any place.
- 3. We will not pay for loss that requires any audit of records or any inventory computation to prove its factual existence.
- 4. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:
  - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.
  - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
  - c. Faulty, inadequate or defective:
    - (1) Planning, zoning, development, surveying, siting;
    - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
    - (3) Materials used in repair, construction, renovation or remodeling; or
    - (4) Maintenance:
      - of part or all of any property wherever located.
  - d. Collapse except as provided in the **Additional Coverage - Collapse** section of this endorsement.

### C. ADDITIONAL CONDITIONS

#### 1. Determination of Receivables

Property Loss Condition E.7. Valuation is replaced by the following:

- a. If you cannot accurately establish the amount of accounts receivable outstanding as of the time of loss or damage, the following method will be used:
  - (1) Determine the total of the average monthly amounts of accounts receivable for the 12 months immediately preceding the month in which the loss occurs; and

- (2) Adjust that total for any normal fluctuations in the amount of accounts receivable for the month in which the loss occurred or for any demonstrated variance from the average for that month.
- b. The following will be deducted from the total amount of accounts receivable, however that amount is established:
  - (1) The amount of the accounts for which there is no loss;
  - (2) The amount of the accounts that you are able to reestablish or collect;
  - (3) An amount to allow for probable bad debts that you are normally unable to collect; and
  - (4) All unearned interest and service charges.

### 2. RECOVERIES

The following is added to the Commercial Property Conditions:

You will pay us the amount of all recoveries you receive for a loss paid by us. But any recoveries in excess of the amount we have paid belong to you.

### 3. COVERAGE TERRITORY

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced by the following:

We cover record of accounts receivable:

- (1) Within your "premises"; and
- (2) Away from your "premises" while in transit or within premises of others if those premises are located or the transit is within:
  - (a) The United States of America including its territories and possessions;
  - (b) Puerto Rico; and
  - (c) Canada.

### D. ADDITIONAL DEFINITIONS

- 1. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

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**ELECTRONIC INFORMATION SYSTEMS COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 67 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections **A. Coverage** and **B. Exclusions and Limitations** of the **Building And Personal Property Coverage Form** and the **Causes of Loss - Special Form** are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY**

- a. "Equipment"; and
- b. "Data"

while at the described premises, while in transit, or while at any unnamed premises.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. "Equipment" rented, leased or sold to others;
- b. Program support documentation, flowcharts, record formats, or narrative descriptions, unless this property has been converted to "data" form;
- c. Accounts, bills, evidences of debt, valuable papers, abstracts, records, deeds, manuscripts or other documents, unless converted to "data" and then only in that form;
- d. Contraband or property in the course of illegal transportation or trade;
- e. Stock in trade; or
- f. Theft or disappearance of "portable computers" while in transit as checked luggage.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risk of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**4. COVERAGE EXTENSIONS****a. Debris Removal Coverage**

- (1) We will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss.
- (2) This coverage extension does not include the cost to:
  - (a) Extract pollutants from land or water; or
  - (b) Remove, restore, or replace polluted land or water.
- (3) The most we will pay under this coverage extension is:
  - (a) 25% of the amount we pay for the direct physical loss. However, we will not pay more for loss to Covered Property and debris removal combined than the limit shown in the ElitePac Schedule; and
  - (b) Up to \$10,000 for debris removal expense when the debris removal expense exceeds 25% of the amount we pay for direct physical loss or when the loss to Covered Property and debris removal combined exceeds the limit shown in the ElitePac Schedule.
- (4) We will not pay any expenses unless they are reported to us in writing within 180 days from the date of direct physical loss to Covered Property.

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**b. Emergency Removal**

We will pay for loss to Covered Property that has been moved because of the imminent danger of loss while it is:

- (1) At a safe place away from your premises; or
- (2) Being taken to and returned from that place.

This Coverage Extension is:

- (1) Included within the Limit shown in the ElitePac Schedule applicable to the premises from which the Covered Property is removed.
- (2) Applies for up to 365 days after the Covered Property is first moved, but not beyond the policy expiration.

We will also pay up to \$5,000 of the expense to move or store Covered Property to prevent loss or damage from a Covered Cause of Loss. This is in addition to the Limit shown in the ElitePac Schedule.

**c. Duplicate "Electronic Data" Coverage**

We will cover duplicate or back-up copies of "data" while stored away from your described premises at a data storage warehouse or like facility specifically designed for storage of this type of property.

The most we will pay for loss or damage under this Coverage Extension is \$10,000.

**d. Fire Protection System Recharge**

We will pay up to \$5,000 for costs you actually incur in recharging any automatic fire protection system, even if discharged accidentally. The Deductible will not apply to this Coverage Extension.

**e. Virus or Harmful Code**

- (1) We will pay the cost to replace or restore "electronic data":
  - (a) Which has been destroyed or corrupted by a virus, harmful code or similar instruction introduced into or enacted on a computer system (including "electronic data") or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; or
  - (b) Which has been scanned, copied or observed by an unauthorized person's access into a computer system (including "electronic data") or a network to which it is connected.

- (2) If a Business Income Limit of Insurance is shown in the Declarations, we will pay the loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration" caused by an interruption in computer operation due to the:
  - (a) Destruction or corruption of "electronic data" due to a virus, harmful code or similar instruction; or
  - (b) Scanning, copying or observation of "electronic data" by an unauthorized person.

This does not apply to loss sustained after the end of the "period of restoration", even if the Limit of Insurance for this Coverage Extension has not been exhausted.

This Coverage Extension does not apply to:

- (1) Loss of exclusive use of any "data";
- (2) Reduction in the economic or market value of any "data";
- (3) Loss, damage, expense or loss of Business Income caused by or resulting from manipulation of a computer system (including "electronic data") by any employee, including a temporary or leased employee or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system; or
- (4) Theft of personal or proprietary information.

The most we will pay under this Coverage Extension is:

- (1) \$25,000 in any one occurrence; and
- (2) \$75,000 in any one policy year.

With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

**f. Fraud and Deceit**

We will pay for loss by theft of Covered Property when you, your employees, agents, customers, and/or consignees are fraudulently induced to part with the Covered Property:

- (1) To persons who falsely represent themselves as the proper persons to receive the property; or
- (2) By the acceptance of fraudulent bills of lading or shipping receipts.

The most we will pay in any one occurrence for theft of Covered Property under this Coverage Extension is \$5,000.

**g. Incompatible Equipment and Data**

In the event of loss or damage to Covered Property from a Covered Cause of Loss, we will pay the cost to modify or replace undamaged Covered Property when it:

- (1) Was dependent on the damaged Covered Property prior to the covered loss; and
- (2) Is not compatible with the Covered Property that is replacing the property that was involved in the covered loss.

We will only pay for your costs to modify or replace undamaged property if the incompatible property is at a described premises.

The most we will pay in any one occurrence for your costs to modify or replace incompatible Covered Property is \$5,000.

This Coverage Extension is in addition to the limit shown in the ElitePac schedule.

**h. Foreign Transit and Location Coverage**

- (1) We will pay for direct physical loss caused by a Covered Cause of Loss to "portable computers", including pre-installed programs and applications, while temporarily at a foreign location outside of the boundaries described under the Coverage Territory.

- (2) In addition to the property described under A.2. **Property Not Covered**, this coverage does not include:

- (a) Property that is shipped via mail;
- (b) Property where you are required to provide a negotiable ocean cargo policy or certificate to any seller, buyer, or bank;
- (c) Property shipped to or located in a country subject of a trade embargo, economic sanctions, or other trade restrictions by the government of the United States of America; or
- (d) Property while in transit as checked baggage.

- (3) The most we will pay under this Coverage Extension in any one occurrence is \$10,000.

**B. EXCLUSIONS**

1. We will not pay for loss or damage caused directly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority. But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to pre-vent its spread if the fire would be covered under this coverage form.

**b. NUCLEAR HAZARD**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But, if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

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- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions 1.a. through 1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Dishonest acts by:
  - (1) You, any of your partners, employees or authorized representatives;
  - (2) A manager or a member if you are a limited liability company;
  - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
  - (4) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

- c. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense except as provided by the Coverage Extension for Fraud and Deceit.
- d. Unauthorized instructions to transfer property to any person or to any place.
- e. Errors or omissions in programming.
- f. Unexplained disappearance.
- g. Shortage found upon taking inventory.
- h. Lapse, suspension or cancellation of any lease, license, contract or order.
- i. Enforcement of any ordinance or law regulating or restricting the construction, use or repair of any property.

- j. Virus, harmful code or similar instructions as outlined below, except as provided by the Coverage Extension for Virus or Harmful Code:

- (1) The introduction into your computer systems of a virus, harmful code or similar instruction enacted on a computer system (including "electronic data") or network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation; and
- (2) The unauthorized intrusion into your computer system (including "electronic data") or network to which it is connected, designed to:
  - (a) Damage or destroy any part of the system or disrupt its normal operation; or
  - (b) Observe, scan or copy "data".

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss:

- a. Wear and tear, depreciation.
- b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- c. Insects, vermin or rodents.
- d. Corrosion or rust.
- e. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

## C. ADDITIONAL CONDITIONS

### 1. Valuation

Property Loss Condition E.7. Valuation is replaced by the following:

We will determine the value of Covered Property in the event of loss or damage as follows:

#### a. "Data"

The value of "data" will be the actual cost to reproduce. If the "data" is not replaced or reproduced, we will pay the cost of the value of the "media" with no stored "data".

**b. "Equipment"**

The value of "equipment" will be its replacement cost without deduction for depreciation. We will not pay more for any loss on a replacement cost basis than the least of:

- (1) The limit shown in the ElitePac Schedule.
- (2) The cost to replace the "equipment" with other "equipment":
  - (a) Of comparable material and quality; and
  - (b) Used for the same purpose; or
- (3) The amount you actually spend that is necessary to repair or replace the "equipment".

We will not pay on a replacement cost basis for any loss:

- (1) Until the "equipment" is actually repaired or replaced; and
- (2) Unless the repairs or replacement are made as soon as reasonably possible after the loss.

In the event of loss, the value of the "equipment" will be determined as of the time of loss.

**c. Media**

The value of "media" will be based on the cost to repair or replace the "media" with material of the same kind or quality.

**D. ADDITIONAL DEFINITIONS****1. "Data" means:**

- a. Records, information and files stored on magnetic tapes, disk packs, drums, paper tapes and cards;
- b. Programming records used for electronic data processing or electronically controlled equipment; and
- c. "Media".

2. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
3. "Equipment" means a network of machine components that accepts information, processes it according to a plan and produces a desired result. This includes programmable electronic devices that can store, retrieve and process data and associated peripheral devices that provide communication including input and output functions such as printing, or auxiliary functions such as data transmission. It includes air conditioning, fire suppression equipment and electrical equipment used exclusively in your computer operations.
4. "Media" means the material on which data is recorded, such as magnetic tapes, disk packs, drums, paper tapes, cards and programs. This includes the data stored on the "media".
5. "Portable computers" means computers used in your "operations" easily transported by one person such as laptops, notebooks and personal digital assistants. This includes portable electronic accessories used with the "portable computer" such as multimedia projectors.

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**FINE ARTS COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 68 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections A. Coverage and B. Exclusions and Limitations of the Building And Personal Property Coverage Form and the Causes of Loss - Special Form are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY**

- a. Your "fine arts"; and
- b. "Fine arts" of others that are in your care, custody or control.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Property while on exhibition at fair grounds or on the premises of any national or international exposition; or
- b. Contraband, or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risk of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**B. EXCLUSIONS**

1. We will not pay for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. We will not pay for loss caused by or resulting from any of the following:
    - a. Delay, loss of use, loss of market or any other consequential loss.
    - b. Dishonest acts by:
      - (1) You, your employees or authorized representatives;
      - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
      - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

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- c. Breakage of art glass windows, statuary, glassware, bric-a-brac, marble, porcelain and similar fragile property.

But we will pay for such loss caused directly by fire, lightning, explosion, windstorm, earthquake, flood, vandalism, aircraft, rioters, strikers, theft or attempted theft, or by accident to the vehicle carrying the property, if these causes of loss would be covered under this endorsement.

- d. Any repairing, restoration or retouching of the Covered Property.
  - e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
  - f. Unauthorized instructions to transfer property to any person or to any place.
3. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:
- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.
  - b. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration, insects, vermin or rodents.

## C. ADDITIONAL CONDITIONS

### 1. Valuation

Property Loss Condition E.7. Valuation is replaced by the following:

The value of Covered Property will be at the fair market value at the time of loss or damage.

## 2. Coverage Territory

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

We cover property wherever located within:

- a. The United States of America including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

## 3. Packing and Unpacking

You agree that Covered Property will be packed and unpacked by competent packers.

## 4. Pair or Sets

In case of total loss of any items that are part of a pair or set, we may:

- a. Repair or replace any part to restore the pair or set to its value before the loss; or
- b. Pay the difference between the value of the pair or set before the loss.

## D. ADDITIONAL DEFINITIONS

- 1. "Fine arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silver, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

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**INSTALLATION PROPERTY COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 69 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections A. Coverage and B. Exclusions and Limitations of the Building And Personal Property Coverage Form and the Causes of Loss - Special Form are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY**, as used in this endorsement, means:

All materials, supplies, fixtures, machinery and equipment of any nature whatsoever intended for installation while:

- a. At the "job site";
- b. At any temporary storage location; or
- c. In transit.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Property on your premises unless intended to be installed at any described "job site";
- b. Contractors or subcontractors machinery, tools, equipment and property of a similar nature not intended for installation;
- c. Property that has been sold under a deferred payment sales agreement after installation is complete;
- d. Land (including land on which the property is located) or water;
- e. Trees, shrubs, lawns or plants;
- f. Plans, blueprints, designs, specifications or any other similar property; or
- g. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means direct physical loss or damage to Covered Property, except those causes of loss or damage listed in Section B. EXCLUSIONS.

**B. EXCLUSIONS**

- 1. We will not pay for a loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

**a. ORDINANCE OR LAW**

- (1) The enforcement of any ordinance or law:
  - (a) Regulating the construction, use or repair of any property; or
  - (b) Requiring the tearing down of any property, including the cost of removing its debris.
- (2) This exclusion applies whether the loss or damage results from:
  - (a) An ordinance or law that is enforced even if the property has not been damaged; or
  - (b) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss or damage to that property.

**b. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this endorsement.

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**c. NUCLEAR HAZARD**

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for direct loss or damage caused by that fire if the fire would be covered under this endorsement.

**d. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**e. "FUNGUS", WET ROT AND DRY ROT**

Presence, growth, proliferation, spread or any activity of "fungus", or wet or dry rot.

But if "fungus", or wet or dry rot results in a "specified causes of loss or damage", we will pay for the loss or damage caused by that "specified causes of loss or damage".

This exclusion does not apply:

- (1) When "fungus", or wet or dry rot results from fire or lightning; or
- (2) To the extent that coverage is provided in the Coverage Extension - Limited Coverage For "Fungus", Wet Rot And Dry Rot with respect to loss or damage by a cause of loss or damage other than fire or lightning.

**f. VIRUS, BACTERIUM OR OTHER MICROORGANISM**

Any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", or wet rot or dry rot. Such loss or damage is addressed in the previous exclusion.

The terms of this exclusion, or the inapplicability of this exclusion to a particular loss or damage, does not serve to create coverage for any loss or damage that would otherwise be excluded under this endorsement.

Exclusions B.1.a. through B.1.f. apply whether or not the loss or damage event results in widespread damage or affects a substantial area.

**2. We will not pay for loss or damage caused by or resulting from any of the following:**

- a. Delay, loss of use, loss of market or any other consequential loss.
- b. Unexplained disappearance.
- c. Shortage found upon taking inventory.
- d. Dishonest or criminal act committed by:

- (1) You, any of your partners, employees (including leased and temporary employees), directors, trustees, or authorized representatives;
- (2) A "manager" or a "member" if you are a limited liability company;
- (3) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (4) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees (including leased employees or temporary employees). But theft by employees (including leased employees or temporary employees) is not covered.

**e. Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any:**

- (1) Electrical or electronic wire, device, appliance, system or network; or
- (2) Device, appliance, system or network utilizing cellular or satellite technology.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to, electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse or electromagnetic energy; electromagnetic waves or microwaves.

But if artificially generated electrical, magnetic or electromagnetic energy, as described above, results in fire, we will pay the direct loss or damage caused by that fire if the fire would be covered under this endorsement.

- f. Unauthorized instructions to transfer property to any person or to any place.
- g. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss or damage.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.

- a. Wear and tear.
- b. Any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration.
- c. Mechanical breakdown.
- d. Insects, vermin or rodents.
- e. Rust or other corrosion, dampness or extremes of temperature.

## C. ADDITIONAL CONDITIONS

### 1. VALUATION

Property Loss Condition E.7. Valuation is replaced by the following:

The value of Covered Property will be based on replacement cost.

Replacement cost is limited to the cost of repair or replacement with similar materials on the same "job site" and used for the same purpose. It does not include costs you incur over and above the costs you would have incurred had there been no loss, including:

- a. Additional interest payments on money borrowed to finance construction, remodeling, renovation, or repair including increased interest payments due to a rise in interest rates;

- b. Additional insurance premiums, real estate and property taxes, and assessments which you incur for the period of time covered by this endorsement that construction extends beyond the estimated completion date;
- c. Additional construction permit, architect, engineering and consulting fees which become necessary due to the direct physical loss or damage;
- d. Additional legal, lease administration or accounting fees;
- e. Additional advertising and promotional expenses which become necessary due to the direct physical loss or damage; and
- f. The additional cost to extend leases for construction equipment and temporary office space.

If the part of the covered property that sustains direct physical loss or damage is repaired or replaced, the payment will not exceed the amount you spend to repair or replace the damaged or destroyed property.

### 2. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Property Condition 1. Transfer of Rights of Recovery Against Others To Us is replaced by the following:

We will waive any rights of recovery we may have against a person or organization because of payments we make for loss or damage to Covered Property if you have agreed to waive any right of recovery against that person or organization in a written contract or written agreement, but only if the loss or damage occurs subsequent to the execution of the written contract or written agreement. However, this does not apply to:

- a. Any architect, engineer or other party or entity responsible for any design, specification or plans for the fabrication, erection or completion of the property insured with respect to any loss or damage that may be caused by:
  - (1) Fault, defect, error or omission in such design, specifications or plans; or
  - (2) Performance of, or failure to perform, supervisory or management functions related to the construction project(s).
- b. Any contractor, manufacturer or supplier of Covered Property that has agreed to make good any loss or damage under a guarantee or warranty.

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### 3. COVERAGE TERRITORY

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

We cover property wherever located within:

- a. The United States of America including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

### 4. LOSS PAYABLE

For Covered Property in which both you and a Loss Payee shown on the Loss Payee Schedule have an insurable interest, we will:

- a. Adjust losses or damages with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

### 5. WHEN COVERAGE WILL END

The insurance provided by this endorsement will end when one of the following first occurs:

- a. This policy expires or is cancelled;
- b. The property is accepted by the owner or buyer;
- c. Your interest in the property ceases; or
- d. 30 days after installation is complete.

### D. ADDITIONAL DEFINITIONS

1. "Job site" means the premises where you or subcontractors working on your behalf are currently performing operations and where the "installation property" will be permanently located at the completion of the construction, erection, fabrication or installation.
2. "Specified causes of loss or damage" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
3. "Manager" means a person serving in a directorial capacity for a limited liability company.
4. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

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**MOBILE EQUIPMENT COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 70 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections A. Coverage and B. Exclusions and Limitations of the Building And Personal Property Coverage Form and the Causes of Loss - Special Form are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY**

- a. Your mobile equipment; and
- b. Mobile equipment of others in your care, custody or control.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, trailers, semi-trailers or any other vehicles designed and principally used for highway transportation unless unlicensed and not operated on public roads;
- b. Aircraft or watercraft;
- c. Property while waterborne, except while in transit by carriers for hire;
- d. Property while stored or operated underground in connection with any mining or drilling operations; or
- e. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risks of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**B. EXCLUSIONS**

1. We will not pay for loss caused directly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

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**2. We will not pay for loss caused by or resulting from any of the following:**

**a. Dishonest acts by:**

- (1) You, your employees or authorized representatives;
- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

**b. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.**

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

**c. Discharge, dispersal, seepage, migration, release or escape of "pollutants":**

- (1) Unless the discharge, dispersal, seepage, migration, release or escape is itself caused by any of the "Specified Causes of Loss"; or
- (2) Except as provided for in the Pollutant Clean Up and Removal Coverage Extension.

But if loss by any of the "Specified Causes of Loss" results from the discharge, dispersal, seepage, migration, release or escape of "pollutants", we will pay for the resulting loss caused by the "Specified Causes of Loss".

**d. Processing or work upon the Covered Property.**

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

**e. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this endorsement.**

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

This exclusion only applies to loss to that item in which the disturbance occurs.

**f. Weight of a load which under the operating conditions at the time of loss exceeds the registered lifting capacity of the equipment.**

**g. Delay, loss of use, loss of market or any other cause of consequential loss.**

**h. Voluntary parting with any Covered Property whether or not induced to do so by any fraudulent scheme, trick, device or false pretense.**

**3. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:**

**a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.**

**b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.**

**c. Faulty, inadequate or defective:**

**(1) Planning, zoning, development, surveying, siting;**

**(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;**

**(3) Materials used in repair, construction, renovation or remodeling; or**

**(4) Maintenance;**

of part or all of any property wherever located.

**d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, corrosion, rust, dampness, cold or heat.**

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**C. ADDITIONAL CONDITIONS****1. COVERAGE TERRITORY**

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

We cover property wherever located within:

- a. The United States of America including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

**D. ADDITIONAL DEFINITIONS**

- 1. "Specified Causes of Loss" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; sonic boom; volcanic action; falling objects; weight of snow, ice or sleet or water damage.
  - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
    - (1) The cost of filling sinkholes; or
    - (2) Sinking or collapse of land into man-made underground cavities.

- b. Falling objects does not include loss or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a part of a system or appliance containing water or steam.

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**PERSONAL EFFECTS COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 71 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections **A. Coverage** and **B. Exclusions and Limitations** of the **Building And Personal Property Coverage Form** and the **Causes of Loss - Special Form** are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY****a. Personal effects owned by:**

- (1) You, any of your partners, members, officers or your managers;
- (2) Your employees;
- (3) Non-compensated officer, member or volunteer of your non-profit organization; and
- (4) Member, cleric or volunteer of your religious organization.

**b. Personal effects of others in your care, custody or control.****2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, aircraft or watercraft;
- b. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt; or
- c. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risk of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**4. COVERAGE EXTENSIONS****a. Personal Effects Outside the Coverage Territory**

- (1) We will pay for direct physical loss to Covered Property while temporarily at a location outside of the Coverage Territory.
- (2) This Coverage Extension does not include, in addition to the property described under Paragraph **A.2. Property Not Covered:**
  - (a) Property that is shipped via mail;
  - (b) Property where you are required to provide a negotiable ocean cargo policy or certificate to any seller, buyer or bank; or
  - (c) Property shipped to or located in a country subject of a trade embargo, economic sanctions, or other trade restrictions by the government of the United States of America.
- (3) The most we will pay under this Coverage Extension is:
  - (a) \$5,000 per person; and
  - (b) \$25,000 per occurrence.

**B. EXCLUSIONS**

1. We will not pay for loss caused directly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**2. We will not pay for loss caused by or resulting from any of the following:**

- a. Delay, loss of use, loss of market, or any other consequential loss.
- b. Dishonest acts by:
  - (1) You, your employees or authorized representatives;
  - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
  - (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

- d. Unexplained disappearance.
- e. Shortage found upon taking inventory.
- f. Processing or work upon the Covered Property.

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

- g. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this endorsement.

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

This exclusion only applies to loss to that item in which the disturbance occurs.

3. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.
- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property wherever located.

- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, corrosion, rust, dampness, cold or heat.



**C. ADDITIONAL CONDITIONS**

**1. COVERAGE TERRITORY**

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

We cover property wherever located within:

- a. The United States of America including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

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**2. Loss Payment**

The following is added to Section E. **Loss Conditions**, Paragraph 4. **Loss Payments**:

Our payment for loss of or damage to personal effects will only be for the account of the owner of the property.

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# PROPERTY IN TRANSIT COVERAGE ENDORSEMENT

COMMERCIAL PROPERTY  
CP 76 72 01 16

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM  
BUSINESS INCOME COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections A. Coverage and B. Exclusions and Limitations of the Building And Personal Property Coverage Form and the Causes of Loss - Special Form are deleted in their entirety and replaced with the following provisions.

### A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

#### 1. COVERED PROPERTY

a. Covered Property, as used in this endorsement, means:

- (1) Your personal property; or
- (2) Personal property of others in your care, custody or control;

used in your business that is in transit by any carrier or messenger for hire at your risk.

b. We cover property shipped:

- (1) By any type of carrier or vehicle; or
- (2) In or on any land vehicle you own or operate.

#### 2. PROPERTY NOT COVERED

Covered Property does not include:

- a. Accounts, bills, currency, deeds, evidences of debt, money, notes or securities;
- b. Bullion, gold or other precious metals, jewelry, watches, precious or semiprecious stones;
- c. Furs;
- d. Coins or stamps;
- e. Live animals;
- f. The vehicle(s) carrying the property;

g. Property in the custody of a government postal service;

h. Property you accept while acting as a common or contract carrier;

i. Property while waterborne. However, we cover property while aboard vessels on inland waterways when the waterborne transportation is incidental to the land portion of the journey;

j. Import shipments:

(1) Until discharged from the import conveyance; or

(2) Until Ocean Marine insurance ceases; whichever occurs last;

k. Export shipments:

(1) After placed on the outbound conveyance; or

(2) When Ocean Marine insurance applies to the shipment;

whichever occurs first;

l. Works of art;

m. Contraband or property in the course of illegal transportation or trade;

n. Salesperson's samples; or

o. Installation property.

### 3. WHEN COVERAGE APPLIES

We cover property only:

a. While in the custody of the carrier or messenger for hire:

(1) Until the property is delivered at its destination; or

(2) If the property is not delivered until it is returned to you.

We also cover the property held temporarily in storage prior to delivery to its destination or its return to you; and

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- b. In or on any land vehicle you own or operate while in transit from the time the vehicle leaves the premises where the shipment begins until the vehicle arrives at its destination.

#### 4. COVERED CAUSES OF LOSS

Covered Causes of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in the Exclusions.

#### 5. COVERAGE EXTENSIONS

##### a. Packing Or Consolidating Companies

We will pay for loss of Covered Property in the custody of a packing or consolidating company employed by you or the consignee. However, this Coverage Extension does not apply if the packing or consolidating company is the agent or representative of you or the consignee for the purpose of this insurance.

##### b. Fraud Or Deceit

We will pay for loss of Covered Property that you, your agents, messengers, customers or consignees give to a person or persons who falsely present themselves as the proper person to receive goods for shipment or accept goods for delivery.

##### c. Free On Board (F.O.B.)

We cover your interest in Covered Property you sold F.O.B.

Payments under Coverage Extensions 5.a., 5.b. and 5.c. will not increase the limit shown in the ElitePac Schedule.

##### d. Refrigerated Property

We will pay for loss to Covered Property caused by or resulting from breakdown, failure or malfunction of any temperature control system or refrigeration equipment.

Exclusion B.2.c. does not apply to this Coverage Extension.

In addition to Section B. Exclusions, we will not pay for loss caused by or resulting from the disconnection of any refrigerating, cooling or humidity control system from the source of power.

The most we will pay under this Coverage Extension is \$25,000.

##### e. Property In Transit Outside the Coverage Territory

We will pay for direct physical loss to Covered Property while in transit outside of the boundaries described under the Coverage Territory.

This coverage does not include, in addition to the property described under Paragraph A.2. Property Not Covered:

##### A.2. Property Not Covered:

- (1) Property that is shipped via mail;
- (2) Property where you are required to provide a negotiable ocean cargo policy or certificate to any seller, buyer or bank; or
- (3) Property shipped to or located in a country subject to a trade embargo, economic sanctions, or other trade restrictions by the government of the United States of America.

The most we will pay under this Coverage Extension is:

- (1) \$25,000 for Technology risks; and
- (2) \$10,000 for all other risks.

##### f. Your Business Personal Property In Transit Business Income

When a **BUSINESS INCOME COVERAGE FORM** is made a part of this policy, we will pay for the actual loss of Business Income you sustain and the necessary Extra Expense you incur due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss or damage to Your Business Personal Property while in due course of transit, caused by or resulting from a Covered Cause of Loss.

The most we will pay under this Coverage Extension is \$25,000.

#### B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

##### a. GOVERNMENTAL ACTION

Seizure or destruction of property by order of governmental authority.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But if nuclear reaction or radiation, or radioactive contamination results in fire, we will pay for the direct loss or damage caused by that fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

Exclusions B.1.a. through B.1.c. apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss caused by or resulting from any of the following:
  - a. Improper packing or stowage, or rough handling. But this exclusion does not apply to loss caused by or resulting from improper packing or stowage, or rough handling by others who are carriers for hire.
  - b. Delay, loss of use, loss of market or any other indirect loss.
  - c. Breakdown of refrigeration equipment except as provided under Paragraph A.5.d. **Refrigerated Property Coverage Extension.** But this exclusion does not apply to others who are carriers for hire.
  - d. Dishonest or criminal act committed by:
    - (1) You, any of your partners, employees, directors, trustees, or authorized representatives;
    - (2) A manager or a member if you are a limited liability company;
    - (3) Anyone else with an interest in the property, or their employees or authorized representatives; or

- (4) Anyone else to whom the property is entrusted for any purpose, except as provided under Paragraph A.5.b. **Fraud and Deceit Coverage Extension.**

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees.

- e. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the loss or damage caused by that Covered Cause of Loss.
  - a. Any quality in the property that causes it to damage or destroy itself.
  - b. Gradual deterioration, corrosion, rust.
  - c. Dampness, extremes of temperature.
  - d. Insects, vermin or rodents.

**C. ADDITIONAL CONDITIONS****1. Claims Against Others**

The following is added to Commercial Property Loss Condition 3. **Duties in the Event of Loss Or Damage:**

You must promptly make claim in writing against any other party which had custody of the Covered Property at the time of loss.

**2. The Property Loss Condition E.7. Valuation is replaced by the following:**

The value of Covered Property will be determined by:

- a. The value agreed on between the shipper and the consignee in writing prior to loss or damage.
- b. If Paragraph a. does not apply the value will be:
  - (1) The invoice price plus accrued costs, pre-paid charges, and charges since shipment of the Covered Property shipped to your customers.

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(2) The invoice price plus accrued costs, pre-paid charges and charges since shipment of Covered Property you bought from others.

(3) The value of all other Covered Property will be the least of the following amounts:

(a) The actual net cost;

(b) The cost of restoring that property to its condition immediately before loss; or

(c) The cost of replacement.

The value will include your prepaid freight charges and any other shipping charges that are due since the start of transit.

3. The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

**Coverage Territory**

(1) We cover property wherever located within:

(a) The United States of America including its territories and possessions;

(b) Puerto Rico; and

(c) Canada.

(2) We also cover property being shipped by air within and between points in Paragraph (1).

**4. Impairment of Rights of Recovery**

The following is added to Commercial Property Condition **I. Transfer of Rights of Recovery Against Other To Us:**

**Released Bills Of Lading**

You may accept receipts and/or bills of lading issued by carriers limiting the amount of their liability.

5. The following conditions apply in addition to the Commercial Property Conditions:

**a. Labels**

In the event of loss only to the identifying labels or wrappers containing the Covered Property, we will pay the cost to replace those labels or wrappers if the loss is caused by or results from a Covered Cause of Loss.

**b. Records**

You must keep accurate records of all shipments covered by this Coverage Form. You must retain these records until the policy ends.

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**SALESPERSON'S SAMPLES COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 73 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections **A. Coverage** and **B. Exclusions and Limitations** of the **Building And Personal Property Coverage Form** and the **Causes of Loss - Special Form** are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY**

- a. "Stock" in trade, including containers, while
  - (1) in the custody of your sales representative, agent or any employee who travels with sales samples; or
  - (2) in your custody while acting as a sales representative.
- b. "Stock" in trade of others, including containers, while
  - (1) in the care, custody or control of your sales representative, agent or any employee who travels with sales samples; or
  - (2) in your care, custody or control while you are acting as a sales representative.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Property which has been sold;
- b. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt;
- c. Jewelry, precious or semi-precious stones, gold, silver, platinum, or other precious metals or alloys;

- d. Furs, fur garments or garments trimmed with fur;
- e. Automobiles, motor trucks, motorcycles, aircraft or watercraft; and
- f. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risk of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**4. COVERAGE EXTENSIONS****a. Salesperson's Samples Outside the Coverage Territory**

- (1) We will pay for direct physical loss to Covered Property while temporarily at a location outside of the Coverage Territory.
- (2) This Coverage Extension does not include, in addition to the property described under Paragraph **A.2. Property Not Covered**:
  - (a) Property that is shipped via mail;
  - (b) Property where you are required to provide a negotiable ocean cargo policy or certificate to any seller, buyer or bank; or
  - (c) Property shipped to or located in a country subject of a trade embargo, economic sanctions, or other trade restrictions by the government of the United States of America.
- (3) The most we will pay under this Coverage Extension is:
  - (a) \$25,000 for Technology risks; and
  - (b) \$10,000 for all other risks.

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**B. EXCLUSIONS**

1. We will not pay for loss caused directly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- a. **GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

- b. **NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or

- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

- c. **WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss caused by or resulting from any of the following:

- a. Delay, loss of use, loss of market, or any other consequential loss.

- b. Dishonest acts by:

- (1) You, your employees or authorized representatives;

- (2) Anyone else with an interest in the property, or their employees or authorized representatives; or

- (3) Anyone else to whom the property is entrusted.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

- d. Unexplained disappearance.

- e. Shortage found upon taking inventory.

- f. Processing or work upon the Covered Property.

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

- g. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this endorsement.

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

This exclusion only applies to loss to that item in which the disturbance occurs.

- h. Theft from an unattended vehicle, except when it is securely locked, its windows are fully closed and there is visible evidence that entry into the vehicle was forced.

3. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.

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- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
- c. Faulty, inadequate or defective:
  - (1) Planning, zoning, development, surveying, siting;
  - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
  - (3) Materials used in repair, construction, renovation or remodeling; or
  - (4) Maintenance;  
of part or all of any property wherever located.
- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, corrosion, rust, dampness, cold or heat.

**C. ADDITIONAL CONDITIONS**

**1. COVERAGE TERRITORY**

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

We cover property wherever located within:

- a. The United States of America including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

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**TOOLS AND EQUIPMENT COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 74 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections **A. Coverage** and **B. Exclusions and Limitations** of the **Building And Personal Property Coverage Form** and the **Causes of Loss - Special Form** are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any Covered Cause of Loss.

**1. COVERED PROPERTY**

- a. Your tools and equipment; and
- b. Tools and equipment of others in your care, custody or control.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Automobiles, motor trucks, motorcycles, aircraft or watercraft;
- b. Mobile equipment;
- c. Accounts, bills, currency, deeds, money, notes, securities and evidence of debt; or
- d. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risks of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**B. EXCLUSIONS**

- 1. We will not pay for loss caused directly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

**b. NUCLEAR HAZARD**

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

- (1) War, including undeclared or civil war;
  - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
- 2. We will not pay for loss caused by or resulting from any of the following:
    - a. Delay, loss of use, loss of market, or any other consequential loss.
    - b. Dishonest acts by:
      - (1) You, your employees or authorized representatives;
      - (2) Anyone else with an interest in the property, or their employees or authorized representatives; or
      - (3) Anyone else to whom the property is entrusted.

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This exclusion applies whether or not such persons are acting alone or in collusion with other persons and without regard to whether such acts occur during the hours of employment.

This exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire.

- c. Missing property where the only proof of loss is unexplained or mysterious disappearance of Covered Property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the Covered Property.

This exclusion does not apply to Covered Property in the custody of a carrier for hire.

- d. Unexplained disappearance.  
e. Shortage found upon taking inventory.  
f. Processing or work upon the Covered Property.

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

- g. Artificially generated current creating a short circuit or other electric disturbance within an item covered under this endorsement.

But we will pay for direct loss to Covered Property caused by resulting fire or explosion, if these causes of loss would be covered under this endorsement.

This exclusion only applies to loss to that item in which the disturbance occurs.

3. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:

- a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.

- b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c. Faulty, inadequate or defective:

- (1) Planning, zoning, development, surveying, siting;
- (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
- (3) Materials used in repair, construction, renovation or remodeling; or
- (4) Maintenance;

of part or all of any property wherever located.

- d. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, mechanical breakdown, corrosion, rust, dampness, cold or heat.

## C. ADDITIONAL CONDITIONS

### 1. COVERAGE TERRITORY

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced with the following:

We cover property wherever located within:

- a. The United States of America including its territories and possessions;
- b. Puerto Rico; and
- c. Canada.

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**VALUABLE PAPERS COVERAGE ENDORSEMENT**COMMERCIAL PROPERTY  
CP 76 75 01 16**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUILDING AND PERSONAL PROPERTY COVERAGE FORM  
CAUSES OF LOSS - SPECIAL FORM**

With respect to coverage provided by this endorsement, the provisions of the applicable Coverage Form apply unless modified by the endorsement.

With respect only to this endorsement, Sections **A. Coverage** and **B. Exclusions and Limitations** of the **Building And Personal Property Coverage Form** and the **Causes of Loss - Special Form** are deleted in their entirety and replaced with the following provisions.

**A. COVERAGE**

We will pay for direct physical loss or damage to Covered Property from any of the Covered Causes of Loss.

1. Covered Property, as used in this endorsement, means "valuable papers and records" that are your property or property of others in your care, custody or control.

**2. PROPERTY NOT COVERED**

Covered Property does not include:

- a. Property held as samples or for delivery after sale;
- b. Property in storage away from the "premises" shown in the Declarations except as provided in the Away From Your "Premises" Coverage Extension of this endorsement; or
- c. Contraband or property in the course of illegal transportation or trade.

**3. COVERED CAUSES OF LOSS**

Covered Causes of Loss means risks of direct physical loss to Covered Property except those causes of loss listed in the Exclusions.

**4. ADDITIONAL COVERAGE - COLLAPSE**

We will pay for direct loss caused by or resulting from risks of direct physical loss involving collapse of all or part of a building or structure caused by one or more of the following:

- a. Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riot; civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; breakage of building glass;

falling objects; weight of snow, ice or sleet; water damage; all only as insured against in this endorsement;

- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof; or
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the limit shown in the ElitePac Schedule.

**5. Coverage Extension****a. Removal**

If you give us written notice within 10 days of removal of your records of accounts receivable because of imminent danger of loss or damage, we will pay for loss or damage while they are:

- (1) At a safe place away from your "premises"; or
- (2) Being taken to and returned from that place.

This Coverage Extension is included within the limit shown in the ElitePac Schedule for Valuable Papers.

**b. Away From Your "Premises"**

We will pay up to \$25,000 for loss to Covered Property while it is away from your "premises".

This Coverage Extension is in addition to the limit shown in the ElitePac Schedule for Valuable Papers.

**B. EXCLUSIONS**

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**a. GOVERNMENTAL ACTION**

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire caused by a Covered Cause of Loss to prevent its spread.

**b. NUCLEAR HAZARD**

(1) Any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct loss caused by a resulting fire if the fire would be covered under this endorsement.

**c. WAR AND MILITARY ACTION**

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for loss caused by or resulting from any of the following:

a. Delay, loss of use, loss of market or any other consequential loss.

b. Dishonest or criminal act committed by:

(1) You, any of your partners, your employees, directors, trustees or authorized representatives;

(2) Anyone else with an interest in the property, or their employees or authorized representatives; or

(3) Anyone else to whom the property is entrusted for any purpose.

This exclusion applies whether or not such persons are acting alone or in collusion with other persons or such acts occur during the hours of employment.

But this exclusion does not apply to Covered Property that is entrusted to others who are carriers for hire or to acts of destruction by your employees. But theft by employees is not covered.

c. Errors or omissions in processing or copying.

But we will pay for direct loss caused by resulting fire or explosion if these causes of loss would be covered by this endorsement.

d. Electrical or magnetic injury, disturbance or erasure of electronic recordings.

But we will pay for direct loss caused by lightning.

e. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.

f. Unauthorized instructions to transfer property to any person or to any place.

3. We will not pay for loss caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss:

a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in Paragraph 1. above to produce the loss.

b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of part or all of any property wherever located.

d. Collapse except as provided in the **Additional Coverage - Collapse** section of this Coverage Form.

e. Wear and tear, any quality in the property that causes it to damage or destroy itself, gradual deterioration; insects, vermin or rodents.

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**D. ADDITIONAL CONDITIONS****1. VALUATION**

The Property Loss Condition **E.7. Valuation** is deleted and replaced by the following:

The value of property will be the least of the following amounts:

1. The cost of reasonably restoring that property to its condition immediately before loss; or
2. The cost of replacing that property with substantially identical property.

In the event of loss the value of property will be determined as of the time of loss.

**2. RECOVERIES**

The following is added to Commercial Property Conditions:

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. If so, your loss will be readjusted based on the amount you received for the property recovered, with allowance for recovery expenses incurred.

**3. COVERAGE TERRITORY**

The Coverage Territory contained in the Commercial Property Conditions is deleted and replaced by the following:

We cover property:

- (1) Within your "premises"; and
- (2) Away from you "premises" while in transit or within the premises of others if those premises are located or the transit is within:
  - (a) The United States of America including its territories and possessions;
  - (b) Puerto Rico; and
  - (c) Canada.

**E. ADDITIONAL DEFINITIONS**

1. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages.

But "valuable papers and records" does not mean "money" or "securities", converted data, programs or instructions used in your data processing operations, including the materials on which the data is recorded.

2. "Premises" means that interior portion of the building at the address shown in the Declarations that you occupy for your business.

3. "Money" means:

- a. Currency, coins and bank notes whether or not in current use; and
- b. Travelers checks, register checks and money orders held for sale to the public.

4. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or other property and includes:

- a. Tokens, tickets, revenue and other stamps whether or not in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not of your own issue;

but does not include "money".

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**CYBER INCIDENT EXCLUSION**COMMERCIAL PROPERTY  
CP 80 14 10 22**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART  
STANDARD PROPERTY POLICY

- A.** The following exclusion is added to Paragraph B. Exclusions in the Causes of Loss form. Subject to the Exceptions And Limitations set forth in Paragraph B. of this exclusion, it limits all coverage under all forms and endorsements that comprise the Commercial Property Coverage Part:

We will not pay for loss or damage caused directly or indirectly by the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

**Cyber Incident**

1. Unauthorized access to or use of any computer system (including electronic data).
2. Malicious code, virus or any other harmful code that is directed at, enacted upon or introduced into any computer system (including electronic data) and is designed to access, alter, corrupt, damage, delete, destroy, disrupt, encrypt, exploit, use or prevent or restrict access to or the use of any part of any computer system (including electronic data) or otherwise disrupt its normal functioning or operation.
3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

**B. Exceptions And Limitations****1. Fire Or Explosion**

If a Cyber Incident as described in this exclusion results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

**2. Additional Coverage**

The exclusion in Paragraph A. does not apply to coverage provided in each of the following Additional Coverages and Coverage Extensions, but only to the extent that Additional Coverage or Coverage Extension is included in the Coverage Part:

- a. Additional Coverage - Electronic Data;
- b. Additional Coverage - Interruption Of Computer Operations;
- c. Coverage Extension - Duplicate "Electronic Data" Coverage within the Electronic Information Systems Coverage Endorsement; or
- d. Coverage Extension - Virus or Harmful Code within the Electronic Information Systems Coverage Endorsement.

**3. Equipment Breakdown**

If a Cyber Incident as described in this exclusion results in an "accident" under Equipment Breakdown coverage provided by the Systems Power Pac Endorsement, we will pay for the loss or damage caused by that "accident".

**C. Vandalism**

The following is added to Vandalism, if Vandalism coverage is not otherwise excluded under the Standard Property Policy or the Causes Of Loss - Basic, Broad or Special Forms and if applicable to the premises described in the Declarations:

Vandalism does not include a Cyber Incident as described in this exclusion.

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Previous Policy Number  
\$ 2425406

Policy Number  
\$ 2425406

## COMMERCIAL LIABILITY COVERAGE DECLARATION

Policy Effective Date: September 30, 2024

Coverage Effective Date: SEPTEMBER 30, 2024

Business of Named Insured: CHURCH

Insurance is provided only for those coverages for which a specific limit is shown in the following coverage schedule.

### Coverage Limits

#### COMMERCIAL GENERAL LIABILITY

General Aggregate Limit (Other Than Products-Completed Operations)	\$3,000,000
Products-Completed Operations -- Aggregate Limit	\$3,000,000
Personal and Advertising -- Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit -- Any One Premises	\$500,000
Medical Expense Limit -- Any One Person	\$15,000
Personal Religious Counseling Liab Limit-Each Counseling Error	\$1,000,000
Directors and Officers Liab Limit-Each Wrongful Act	\$1,000,000

### Commercial Liability Premium(s)

Classification	Class Code	Premium Basis	Rates		Advanced Premium	
			Premises - Operations	Products - Completed Operations	Premises - Operations	Products - Completed Operations
COMM. UNITY OF FAITH GENERAL LIABILITY EXTENSION COVERAGE					\$278.00	
TERRORISM					\$196.00	
DIRECTORS AND OFFICERS LIABILITY - RELIGIOUS INSTITUTIONS	38436		FLAT	CHARGE	\$92.00	----
EMPLOYEE BENEFITS LIABILITY	92100		FLAT	CHARGE	\$204.00	----
CHURCHES OR OTHER HOUSES OF WORSHIP (T-503)	41650	141,170 (A)	32.808	INCL.	\$4,632.00	INCL.
PERSONAL RELIGIOUS COUNSELING LIABILITY (T-503)	38435	141,170 (A)	2.857	INCL.	\$403.00	INCL.
<b>Minimum Premium</b>			<b>\$213.00</b>		<b>\$ .00</b>	
<b>Total Premium</b>			<b>\$5,805.00</b>		<b>\$ .00</b>	

### Premium and Rate Legend

Location of all premises you own, rent, or control:  
Refer to "Schedule of Locations"

(A) Area - rate per 1000 square feet

This Schedule lists all your premises, operations and other exposures, as they exist as of the coverage effective date.

Forms and Endorsements:  
Refer to "Commercial Policy Forms and Endorsement Schedule"

Total Advance Premium  
\$5,805.00  
(This premium may be subject to adjustment.)

CG-7035 (06/90)

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**EMPLOYEE BENEFITS LIABILITY COVERAGE**

POLICY NUMBER: s 2425406

COMMERCIAL GENERAL LIABILITY  
CG 04 35 12 07**THIS ENDORSEMENT PROVIDES CLAIMS-MADE COVERAGE.  
PLEASE READ THE ENTIRE ENDORSEMENT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
SCHEDULE**

Coverage	Limit Of Insurance	Each Employee Deductible	Premium
Employee Benefits Programs	\$1,000,000 each employee \$3,000,000 aggregate	\$ 1,000	

Retroactive Date: 09-30-2015

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. The following is added to Section I — Coverages:****COVERAGE — EMPLOYEE BENEFITS LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any "claim" or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph D. (Section III — Limits Of Insurance); and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

**b. This insurance applies to damages only if:**

- (1) The act, error or omission, is negligently committed in the "administration" of your "employee benefit program";
- (2) The act, error or omission, did not take place before the Retroactive Date, if any, shown in the Schedule nor after the end of the policy period; and
- (3) A "claim" for damages, because of an act, error or omission, is first made against any insured, in accordance with Paragraph c. below, during the policy period or an Extended Reporting Period we provide under Paragraph F. of this endorsement.

**c. A "claim" seeking damages will be deemed to have been made at the earlier of the following times:**

- (1) When notice of such "claim" is received and recorded by any insured or by us, whichever comes first; or
- (2) When we make settlement in accordance with Paragraph a. above.

A "claim" received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

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- d. All "claims" for damages made by an "employee" because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.

## 2. Exclusions

This insurance does not apply to:

### a. Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

### b. Bodily Injury, Property Damage, Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

### c. Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

### d. Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

### e. Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any "claim" based upon:

- (1) Failure of any investment to perform;
- (2) Errors in providing information on past performance of investment vehicles; or
- (3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

### f. Workers' Compensation And Similar Laws

Any "claim" arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

### g. ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

### h. Available Benefits

Any "claim" for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

### i. Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

### j. Employment-Related Practices

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

## B. For the purposes of the coverage provided by this endorsement:

1. All references to Supplementary Payments — Coverages A and B are replaced by Supplementary Payments — Coverages A, B and **Employee Benefits Liability**.

2. Paragraphs 1.b. and 2. of the Supplementary Payments provision do not apply.

## C. For the purposes of the coverage provided by this endorsement, Paragraphs 2. and 3. of **Section II — Who Is An Insured** are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your "employees" who is or was authorized to administer your "employee benefit program".
- b. Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Endorsement.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
- b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.

- D. For the purposes of the coverage provided by this endorsement, **Section III — Limits Of Insurance** is replaced by the following:

**1. Limits Of Insurance**

- a. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) "Claims" made or "suits" brought;
- (3) Persons or organizations making "claims" or bringing "suits";
- (4) Acts, errors or omissions; or
- (5) Benefits included in your "employee benefit program".

- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (1) An act, error or omission; or
- (2) A series of related acts, errors or omissions

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program".

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations of the policy to which this endorsement is attached, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits Of Insurance.

**2. Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in the Schedule as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

- b. The deductible amount stated in the Schedule applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

- c. The terms of this insurance, including those with respect to:

- (1) Our right and duty to defend any "suits" seeking those damages; and
- (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or "claim"

apply irrespective of the application of the deductible amount.

- d. We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.

- E. For the purposes of the coverage provided by this endorsement, Conditions 2. and 4. of **Section IV — Commercial General Liability Conditions** are replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or "Claim" Or "Suit"**

- a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the "claim" or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation or incur any expense without our consent.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this endorsement, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Schedule of this insurance and that applies to an act, error or omission on other than a claims-made basis, if:

- (a) No Retroactive Date is shown in the Schedule of this insurance; or
- (b) The other insurance has a policy period which continues after the Retroactive Date shown in the Schedule of this insurance.

(2) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this insurance; and the total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Schedule of this endorsement.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

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If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limits of insurance to the total applicable limits of insurance of all insurers.

- F. For the purposes of the coverage provided by this endorsement, the following Extended Reporting Period provisions are added, or, if this endorsement is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

#### EXTENDED REPORTING PERIOD

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

- a. This endorsement is canceled or not renewed; or

- b. We renew or replace this endorsement with insurance that:

- (1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

- (2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The "employee benefit programs" insured;
- b. Previous types and amounts of insurance;
- c. Limits of insurance available under this endorsement for future payment of damages; and

- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

4. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in the Schedule of this endorsement under Limits of Insurance.

Paragraph D.1.b. of this endorsement will be amended accordingly. The Each Employee Limit shown in the Schedule will then continue to apply as set forth in Paragraph D.1.c.

- G. For the purposes of the coverage provided by this endorsement, the following definitions are added to the **Definitions** Section:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

- b. Handling records in connection with the "employee benefit program"; or

- c. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include handling payroll deductions.

2. "Cafeteria plans" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pretax dollars.

3. "Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.

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4. "Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
- a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
  - b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;
  - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - e. Any other similar benefits designated in the Schedule or added thereto by endorsement.
- H. For the purposes of the coverage provided by this endorsement, Definitions 5. and 18. in the **Definitions** Section are replaced by the following:
- 5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
  - 18. "Suit" means a civil proceeding in which damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
    - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

  
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## DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2425406

COMMERCIAL GENERAL LIABILITY  
CG 25 04 05 09

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Designated Location(s):**

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
- 4.** The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

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## PRODUCT RECALL EXPENSE COVERAGE ENDORSEMENT

POLICY NUMBER: s 2425406

COMMERCIAL GENERAL LIABILITY  
CG 79 35 07 08

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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#### SUB-LIMITS OF INSURANCE:

##### "Product Recall Expense"

Per Occurrence: \$25,000

Annual Aggregate: \$50,000

##### "Additional Covered Expenses"

The "Additional Covered Expenses" Per Occurrence and Annual Aggregate Limit is equal to 50% of the above "Product Recall Expense" Limit.

DEDUCTIBLE: N/A

COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS:

THIS ENDORSEMENT ONLY PROVIDES REIMBURSEMENT TO YOU FOR EXPENSES INCURRED BECAUSE OF A COVERED "PRODUCT RECALL". THIS ENDORSEMENT DOES NOT PROVIDE ANY LIABILITY COVERAGE OR COVERAGE FOR THE COST OR EXPENSE OF DEFENDING ANY CLAIM OR SUIT.

#### A. The following is added to SECTION I — COVERAGES:

##### SECTION I — LIMITED PRODUCT RECALL EXPENSE COVERAGE

##### 1. Insuring Agreement

- a. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" incurred by you because of a "product recall" to which this insurance applies.

The amount of such reimbursement is limited as described in SECTION III — LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to a "product recall" only if the "product recall" is initiated in the "coverage territory" during the policy period because:

- (1) You determine that the "product recall" is necessary; or
- (2) An authorized government entity has ordered you to conduct a "product recall".

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c. We will reimburse you for "Product Recall Expense" and "Additional Covered Expenses" only if:

- (1) These expenses are incurred within one year of the date the "product recall" was initiated;
- (2) These expenses are reported to us within one year of the date the expenses were incurred; and
- (3) The product that is the subject of the "product recall" is not listed in the **"COVERAGE IN THIS ENDORSEMENT DOES NOT APPLY TO THESE PRODUCTS"** entry in the **SCHEDULE** above.

d. The initiation of a "product recall" will be deemed to have been made only at the earliest of the following times:

- (1) When you first announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct or participate in a "product recall". This applies regardless of whether the determination to conduct a "product recall" is made by you or is requested by a third party; or
- (2) When you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product recall".

e. "Product Recall Expense" or "Additional Covered Expenses" incurred to recall "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product recall".

## 2. Exclusions

This insurance does not apply to "Product Recall Expense" or "Additional Covered Expenses" arising out of:

a. Any "product recall" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".

b. Any "product recall" initiated due to copyright, patent, trade secret, trade dress, trade name or trademark infringements, or any other intellectual property laws.

c. Any "product recall" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by:

- (1) An error in manufacturing, design, or processing;
- (2) Transportation of "your product"; or
- (3) "Product tampering".

d. Any "product recall" initiated due to expiration of the designated shelf life of "your product".

e. A "product recall", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this Coverage Part was first issued to you or prior to the time "your product" leaves your control or possession.

f. A recall of any specific products for which "bodily injury" or "property damage" is excluded under **Coverage A — Bodily Injury And Property Damage Liability** by endorsement.

g. A recall when "your product" or a component contained within "your product" has been:

- (1) Banned from the market by an authorized government entity prior to the policy period; or
- (2) Distributed or sold by you subsequent to any governmental ban.

h. The defense of a claim or "suit" against you for liability arising out of a "product recall".

i. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

j. Any loss, cost or expense due to any:

- (1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or



(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

- k. Liability assumed by you in any contract or agreement.
- l. Damages or expenses arising out of the violation of any government regulation.
- m. Any unauthorized change in "your product" after it leaves your possession or control. This exclusion does not apply to a covered "product recall" due to "product tampering."
- n. Redistribution or replacement of "your product" which has been recalled by like products or substitutes.
- o. Caprice or whim of the insured.
- p. Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.
- q. Willful, dishonest, fraudulent, criminal or malicious acts.

B. For the purposes of this endorsement, **SECTION III — LIMITS OF INSURANCE** is replaced by the following:

### **SECTION III — LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the **SCHEDULE** are Sub-Limits and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. "Product recalls" initiated; or
  - c. Number of "your products" withdrawn.
2. If there are no amounts shown in the **SCHEDULE**, these Sub-Limits will apply:
  - a. "Product Recall Expense":
 

Per Occurrence	\$25,000
Annual Aggregate	\$25,000
  - b. "Additional Covered Expense": The Per Occurrence and Annual Aggregate is 50% of the "Product Recall Expense" Per Occurrence and Annual Aggregate limit.
3. The most we will pay for "Product Recall Expense" during any policy period is the Annual Aggregate Sub-Limit shown on this endorsement's **SCHEDULE**.

4. The most we will pay for "Additional Covered Expenses" during any policy period is 50% of the "Product Recall Expense" Annual Aggregate Sub-Limit on this endorsement's **SCHEDULE**.

### **5. Deductible Provision**

#### **a. Deductible**

We will only pay for the amount of "Product Recall Expense" and "Additional Covered Expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product recall". The Limits of Insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable, to effect settlement of any claim or "suit". Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

C. For the purposes of this endorsement, the Duties In The Event Of Occurrence, Claim Or Suit Condition under **SECTION IV — CONDITIONS** is replaced by the following:

### **2. Duties In The Event Of A "Defect" Or A "Product Recall"**

- a. You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your product", or any governmental investigation, that may result in a "product recall". To the extent possible, notice should include:
  - (1) How, when and where the "defect" was discovered;
  - (2) The names and addresses of any injured persons and witnesses; and
  - (3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

- b. If a "product recall" is initiated, you must:
- (1) Immediately record the specifics of the "product recall" and the date it was initiated; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product recall" as soon as practicable.

- c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product recall". Any financial gain or salvage recovery you receive or may be entitled to receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "Product Recall Expense" and "Additional Covered Expenses".

- d. You and any others involved insured must:
- (1) Immediately send us copies of pertinent correspondence received in connection with the "product recall";
  - (2) Authorize us to obtain records and other information; and
  - (3) Cooperate with us in our investigation of the "product recall".

**D. For the purposes of this endorsement, the following condition is added to SECTION IV — CONDITIONS:**

**Concealment Or Fraud**

We will not provide coverage under **SECTION I** of this endorsement to you, or any other insured, who at any time:

1. Engaged in fraudulent conduct; or
2. Intentionally concealed or misrepresented a material fact concerning a "product recall" or "Product Recall Expenses" or "Additional Covered Expenses" incurred by you under **SECTION I** of this endorsement.

**E. The following definitions are added to SECTION V — DEFINITIONS:**

1. "Additional Covered Expenses" includes reimbursement to the named insured for "customer consequential loss of profit expense", "cost to replace", "good faith advertising".

2. "Customer consequential loss of profit expense" means the loss of financial gain incurred by your direct customers as a consequence of the "product recall" of "your product" or the "product recall" of their product because their product incorporated "your product."
3. "Cost to replace" means the cost to produce or acquire a like replacement product, including the cost to return "your product" to the purchaser, not to exceed the cost of goods sold. This also includes the cost of unsold finished stock but only if your product cannot be repaired, reconditioned, decontaminated or made marketable.
4. "Good faith advertising" means those advertising costs you pay for the specific purpose of regaining customer approval or faith in "your product."
5. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
6. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

When "product tampering" is known, suspected or threatened, a "product recall" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

7. "Product recall" means the recall or withdrawal:
  - a. From the market; or
  - b. From use by any other person or organization; of "your products", or products which contain "your products", because of known or suspected defects in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

8. "Product Recall Expense" means those reasonable expenses, listed below, paid on a reimbursement basis and directly related to a "product recall":

- a. Costs of advertising;
- b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;
- c. Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

- d. Costs of hiring independent contractors and other temporary employees;
- e. Costs of transportation, shipping or packaging;
- f. Costs of warehouse or storage space; or
- g. Costs of proper disposal of "your products", or products that contain "your products", that can not be reused, not exceeding your purchase price or your cost to produce the products.
- h. Inspection and testing of "your products" to determine whether or not they may be subject to a "product recall".

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**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**COMMERCIAL GENERAL LIABILITY  
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Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **Section II — Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section V — Definitions**.

**SECTION I — COVERAGES****COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **Section II — Who Is An Insured** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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**(2) Any loss, cost or expense arising out of any:**

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrong doing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

**(5) "Bodily injury" or "property damage" arising out of:**

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III — Limits Of Insurance.**

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III — Limits Of Insurance**.

## **COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **Section III — Limits Of Insurance**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments — Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods — Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.



**COVERAGE C — MEDICAL PAYMENTS****1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

**a. Any Insured**

To any insured, except "volunteer workers".

**b. Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

**c. Injury On Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

**d. Workers' Compensation And Similar Laws**

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

**e. Athletics Activities**

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

**g. Coverage A Exclusions**

Excluded under Coverage A.

**SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

**f. The indemnitee:**

**(1) Agrees in writing to:**

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

**(2) Provides us with written authorization to:**

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of **Section I — Coverage A — Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

**SECTION II — WHO IS AN INSURED**

**1. If you are designated in the Declarations as:**

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III — LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

- a. Medical expenses under Coverage C;
- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **Section I — Coverage A — Bodily Injury And Property Damage Liability.**

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;



- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

#### 7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V — DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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**9. "Insured contract" means:**

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

**10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".**

**11. "Loading or unloading" means the handling of property:**

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
  - b. While it is in or on an aircraft, watercraft or "auto"; or
  - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

**12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:**

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

#### 16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
  - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
  - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
  - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

#### 17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
  - (a) You;
  - (b) Others trading under your name; or
  - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

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## ADDITIONAL INSURED — CHURCH MEMBERS AND OFFICERS

COMMERCIAL GENERAL LIABILITY  
CG 20 22 10 01

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Paragraph 2.a., Exclusions of Section I — Coverage C — Medical Payments** is replaced by the following:

We will not pay expenses for "bodily injury":

- a. To any insured, except church members who are not paid a fee, salary or other compensation.

- B. Section II — Who Is An Insured** is amended to include the following as insureds:

1. Any of your church members, but only with respect to their liability for your activities or activities they perform on your behalf.

2. Any:

- a. Trustee, official or member of the board of governors of the church; or  
b. Members of the clergy  
but only with respect to their duties as such.

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## EXCLUSION — ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY — WITH LIMITED BODILY INJURY EXCEPTION

COMMERCIAL GENERAL LIABILITY  
CG 21 06 05 14

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I — Coverage A — Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

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**EMPLOYMENT-RELATED PRACTICES EXCLUSION**COMMERCIAL GENERAL LIABILITY  
CG 21 47 12 07

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART****A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.


 The logo for SELECTIVE Insurance features the word "SELECTIVE" in a large, bold, sans-serif font. Above the letter "E" are three small yellow circles of varying sizes. Below "SELECTIVE" is the tagline "BE UNIQUELY INSURED®" in a smaller, all-caps, sans-serif font.

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## FUNGI OR BACTERIA EXCLUSION

COMMERCIAL GENERAL LIABILITY  
CG 21 67 12 04

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL GENERAL LIABILITY  
CG 21 70 01 15

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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## SILICA OR SILICA-RELATED DUST EXCLUSION

COMMERCIAL GENERAL LIABILITY  
CG 21 96 03 05

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**C. The following definitions are added to the Definitions Section:**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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## EXCLUSION — PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

COMMERCIAL GENERAL LIABILITY  
CG 40 32 05 23

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage A — Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl Substances**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I — Coverage B — Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Perfluoroalkyl And Polyfluoroalkyl Substances**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of, or presence of, any "perfluoroalkyl or polyfluoroalkyl substances".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

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**C. The following definition is added to the Definitions Section:**

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products or by-products;

- b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;

- c. Perfluoropolyethers (PFPE);

- d. Fluorotelomer-based substances; or

- e. Side-chain fluorinated polymers; or

2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph C.1.

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## RESERVATIONS AND WAKE-UP SERVICE LIABILITY (HOTELS/MOTELS)

COMMERCIAL GENERAL LIABILITY  
CG 70 49 01 00

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Reservations and Wake-up Service Liability Limit: \$25,000.

#### A. The following is added to **SECTION I — COVERAGES:**

#### **COVERAGE D. RESERVATIONS AND WAKE-UP SERVICE LIABILITY**

##### 1. Insuring Agreement.

- a. We will pay those sums that the insured becomes legally obligated to pay as damages due to "wrongful acts" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "wrongful acts" to which this insurance does not apply. We may at our discretion investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III — LIMITS OF INSURANCE** and item D. of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage A, B, or D, or medical expenses under Coverage C.**

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B.**

- b. This insurance applies to "wrongful acts" committed by any insured, individually or collectively, in the course of their duties for you, but only if:

- (1) The "wrongful act" was committed in the "coverage territory" during the policy period; and

- (2) A claim is first made in writing or a "suit" is filed during the policy period or within one year after the end of the policy period.

##### 2. Exclusions.

This insurance does not apply to:

- a. Any damages, whether direct or consequential, arising from "bodily injury," "property damage" or "personal and advertising injury."
- b. The gaining of any personal profit or advantage by any insured to which they are not legally entitled, but this exclusion applies only to the insured who gained such illegal profit or advantage.
- c. Salaries, bonuses or other compensation of any former, current or prospective employee, director or officer.
- d. Damages resulting from the actual or alleged failure to secure or maintain any insurance or bonds, including failure to obtain proper amounts or coverage.
- e. Profits or losses, including an accounting thereof, resulting from the purchase or sale of any securities.
- f. Damages resulting from any breach of a contractual obligation.
- g. Damages resulting from the actual or alleged violation of any local, state or federal civil rights law, regulation or ordinance.
- h. Damages resulting from any dishonest, fraudulent or criminal act or omission of any insured.

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- i. Any damages arising out of the willful violation of any order, directive, statute, order or regulation committed by you or with your knowledge or consent.
- j. Any damage, cost, civil fine, penalty or expense against any insured arising from any complaint or enforcement action by any federal, state or local government or agency.
- k. Your legal obligation resulting from damages sustained by an employee, prospective employee, former employee, or their beneficiaries or legal representatives caused by your negligent act, error or omission or that of any other person for whose acts you are legally liable in the administration of any employee benefit programs, the Employee Retirement Income Security Act of 1974 (Public Law 93-406) and subsequent amendments, or any similar federal, state or local law. Such claims may be based upon, but not limited to, failure to advise an employee of available benefits, incorrect interpretation of a benefit program, failure to enroll an employee, and error in handling records.

B. The provisions under **SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** shall also apply to **SECTION I — COVERAGE D. RESERVATIONS AND WAKE-UP SERVICE LIABILITY**. This change does not act to increase any of the limitations of that section.

C. **SECTION II — WHO IS AN INSURED** is replaced by the following, but only with respect to the coverage afforded by this endorsement:

Each of the following is an insured under **COVERAGE D. RESERVATIONS AND WAKE-UP SERVICE LIABILITY**:

1. You; and
2. Any person who was or now is an employee, or trainee or other individual for whom you are legally liable, but only with respect to their duties as such.

D. **SECTION III — LIMITS OF INSURANCE** is amended as follows:

1. The following is added under paragraph 2.:

Damages under **Coverage D**.

2. Subject to paragraph 1. above, the Reservations and Wake-up Liability Limit is the most we will pay under **Coverage D** for all damages arising out of any one "wrongful act."

E. The following definitions are added to **SECTION V — DEFINITIONS**:

"Wrongful act(s)" means any actual or alleged breach of duty to any guests or prospective guests of yours by any insured in the course of providing reservations or wake-up services to such guests or prospective guests. For the purpose of determining the limits of insurance, any series of related "wrongful acts," regardless of the number of

1. Insureds involved;
2. Claims made or "suits" brought; or
3. Persons or organizations making claims or bringing "suits"

will be considered one "wrongful act."

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## **COVERAGE C. - MEDICAL PAYMENTS ENHANCEMENT (INCIDENTAL RELIGIOUS INSTITUTION SPONSORED ATHLETIC ACTIVITIES)**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion 2.e. of Coverage C.- Medical Payments is deleted and replaced by the following:

- e. To a person injured while taking part in incidental athletics. This exclusion does not apply on or off church premises if the athletics are:
- (1) Church sponsored; or
  - (2) Part of the church activities.
- Our obligation to pay for medical expenses as described above for "bodily injury" caused by an accident arising out of (1) or (2) above is as follows:
- (1) If the loss is covered elsewhere by other valid and collectible insurance, we will pay medical expenses on an excess basis. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
    - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
    - (b) The total of all deductible and self-insured amounts under that other insurance; but
  - (c) We will pay all sums necessary to first satisfy all deductible and self-insured amounts under all applicable insurance, up to \$250.
  - (2) If no other valid and collectible insurance is available to any insured or injured person, our obligation under Coverage C - Medical Payments to pay medical expenses on your behalf applies only to the amount of medical expenses in excess of a \$250 deductible per person. The limits of insurance applicable to each "occurrence" or per person shall not be reduced by the amount of such deductible. Aggregate limits applicable to this coverage shall not be reduced by the application of such deductible amount.

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## ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00GA 11 23

### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 7
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none"> <li>• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)</li> <li>• Lessors of Leased Equipment</li> <li>• Managers or Lessors of Premises</li> <li>• Mortgagees, Assignees and Receivers</li> <li>• Any Other person or organization other than a joint venture</li> <li>• Grantors of Permits</li> </ul>	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 4
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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Page 1 of 9

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## ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00GA 11 23

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### COVERAGES — Amendments

##### SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### EXCLUSIONS

##### Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

##### Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew.

##### Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of Insurance applies to this coverage as described in **SECTION III — LIMITS OF INSURANCE**.

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the **Damage To Premises Rented To You Limit**.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

**Electronic Data Liability**

**A. Exclusion p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

**p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

**B. The following paragraph is added to SECTION III — LIMITS OF INSURANCE:**

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

### **SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS**

#### **Any Insured Amendment**

**Exclusion .a. Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

**a. Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

**Product Amendment**

**Exclusion f. Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

**f. Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

### **SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B**

#### **Expenses For Bail Bonds And Loss Of Earnings**

**A. Subparagraph 1.b. under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

**B. Subparagraph 1.d. under SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

### **SECTION II — WHO IS AN INSURED — Amendments**

#### **Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED:**

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

**Employees As Insureds Modified**

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

**Newly Formed Or Acquired Organizations**

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:
- Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - The following paragraph is added to **SECTION II — WHO IS AN INSURED**, Paragraph 3:  
If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

(All other provisions of this section remain unchanged)

**Blanket Additional Insureds — As Required By Contract**

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

**1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors**

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.



A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

## 2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

### a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

### b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

### c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

### d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

### e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- (2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:
  - (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
  - (b) The construction, erection or removal of elevators; or
  - (c) The ownership, maintenance or use of any elevators covered by this insurance.
 

This insurance does not apply to:

    - i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
    - ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**B. The insurance coverage afforded to the additional insureds in this coverage extension:**

1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
2. Only applies to the extent permitted by law; and
3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

**Broad Form Vendors Coverage**

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or

- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

**Incidental Malpractice**

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

**SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments**

**Knowledge Of Occurrence, Claim, Suit Or Loss**

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

**Primary and Non-Contributory Provision**

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**Unintentional Failure To Disclose Hazards**

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

**Waiver Of Transfer Of Rights Of Recovery**

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

**Liberalization**

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

**Two or More Coverage Parts or Policies Issued By Us**

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention.

However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

**SECTION V — DEFINITIONS****Discrimination**

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
  - a. The insured; or
  - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**

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2. Not done intentionally to cause harm to another person.
3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
4. Not arising out of any "advertisement" by the insured.

**B. The following definition is added to SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

**Employee Amendment**

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

**Golfing Facility**

The following definition is added to **SECTION V — DEFINITIONS**:

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

**Mental Anguish Amendment**

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

**Not-for-profit Member**

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

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## Comm'Unity® of Faith ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 03 01 16

### SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Page 3-through-4) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Fellow Employee Provision	Page 3
Incidental Broadcasting and Publishing	Page 3
Incidental Malpractice Exclusion modified	Page 3
Limited Legal Expense for Innocent Insureds (\$25,000) (Not applicable in New York)	Page 3
Personal And Advertising Injury	
Religious Acts	Page 3
Religious Communications	Page 3
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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## Comm'Unity® of Faith ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 03 01 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, only the broadest coverage of this policy will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### COVERAGES - Amendments

##### SECTION II - WHO IS AN INSURED - Amendments

###### Fellow Employee Provision

Subparagraphs 2.a.(1)(a),(b) and (c) under **SECTION II - WHO IS AN INSURED** do not apply to "bodily injury".

With respect to this provision only, Subparagraph (1) of Exclusion 2.e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

##### SECTION I - COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

###### Incidental Broadcasting and Publishing

Exclusion J. **Insureds In Media And Internet Type Businesses** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety.

##### SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

###### Limited Legal Expense for Innocent Insureds

(This provision is not applicable in the State of New York)

The following is added under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

3. We will reimburse you, at your request, for reasonable and necessary defense costs that you incur, excluding any fines or penalties, in the defense of an "employee" who is directly involved in a criminal proceeding, but only if:
  - a. The acts out of which such criminal charges arise are alleged to have:
    - (1) A arisen out of and in the course of your employment of the "employee"; and

- (2) Taken place during the policy period and in the "coverage territory"; and

- b. All the criminal charges are either dismissed with prejudice or your "employee" is found not guilty of all criminal charges by a court of law.

The most we will reimburse you for under this provision, **Limited Legal Expense for Innocent Insureds**, is a sub-limit of \$25,000, subject to an aggregate limit of \$25,000 for all reimbursements that we make during the policy period on behalf of all "employees", regardless of the number of "employees", claims or "suits" brought or persons or organizations making claims or bringing "suits".

##### SECTION II - WHO IS AN INSURED - Amendments

###### Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services. This does not apply to nurses, school psychologists, psychometric counselors, occupational or physical therapists, hearing and speech therapists, athletic trainers, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

##### SECTION V - DEFINITIONS

###### Religious Act(s) and Communication(s)

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means injury to the feelings or reputation of a natural person resulting from "religious act(s)" or "religious communication(s)", however only if such "religious act(s)" or "religious communication(s)" was:

1. Not done by or at the direction of any insured intentionally to cause harm to another person;
2. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured; or
3. Not arising out of any "advertisement" by any insured.

**B. The following definitions are added to SECTION V - DEFINITIONS:**

"Religious Act(s)" means an action in support or furtherance of, or in adherence to, the religious or spiritual beliefs of your organization. It does not include "religious communication(s)", "personal religious counseling", or "wrongful act(s)".

Each, every and all "interrelated" "religious act(s)" together with each, every and all claims or "suits" based on and arising out of the "interrelated" "religious act(s)" shall be considered to be a single "religious act" falling within the policy period in which the first of such "religious act(s)" or "interrelated" "religious act(s)" occurs.

"Religious communication(s)" means a spoken or written religious or spiritual message, prayer, sermon, inspiration or insight by any insured intended for delivery to more than two individuals. It does not include "personal religious counseling", "religious act(s)" or "wrongful act(s)".

"Interrelated" means acts that have as a common nexus any fact, circumstance, situation, event, transaction, cause or series of related facts, circumstances, situations, events, transactions or causes.

"Personal religious counseling" means counseling activities provided by you or by others for whom you are legally liable to ten or fewer persons. It does not include "religious act(s)", "religious communication(s)" or "wrongful act(s)".

"Wrongful act(s)" means:

- a. Any actual or alleged act, error or omission by your appointed or elected officers, directors, trustees or members of your board of governors or similar governing body, in the discharge of their official duties for you; or
- b. Any actual or alleged act, error or omission, by any insured in carrying out their official duties as directed by any of the individual(s) identified in Paragraph a. above.

"Wrongful act(s)" does not include "religious act(s)", "religious communication(s)", or "personal religious counseling".

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## DIRECTORS AND OFFICERS LIABILITY COVERAGE (RELIGIOUS INSTITUTIONS)

COMMERCIAL GENERAL LIABILITY  
CG 79 72 05 11

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### A. The following are added to **SECTION I — COVERAGES:**

##### **COVERAGE E. DIRECTORS AND OFFICERS LIABILITY**

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" due to "wrongful acts" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those "damages". However, we will have no duty to defend the insured against any "suit" seeking "damages" for "wrongful acts" to which this insurance does not apply. We may at our discretion investigate any "wrongful act" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for "damages" is limited as described in **LIMITS OF INSURANCE (SECTION III)** and item D. of this endorsement; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage A, B, E** or, if applicable, **D**, or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B (SECTION I)**.

- b. This insurance applies to "wrongful acts" committed by any insured, individually or collectively, in the course of their official duties for you, your board of governors or directors or trustees, or similar governing body, but only if the "wrongful act" was committed in the "coverage territory" during the policy period.

#### **COVERAGE F. INJUNCTIVE RELIEF DEFENSE EXPENSE SUBLIMIT**

##### **1. Insuring Agreement**

- a. We will pay those reasonable sums the insured incurs as "defense expense" to defend against an action for "injunctive relief" arising out of "wrongful acts" to which this insurance applies.
- b. The most we will pay for "defense expense" under this coverage, regardless of the number of claims, claimants or insureds, is a policy period sublimit of \$25,000 and we will have no obligation to provide a defense for any action for "injunctive relief". No other obligation or liability to pay sums or perform acts or services is included in this coverage.
- c. This **Coverage F**. applies only if:
  - (1) The "wrongful act" was committed in the "coverage territory" during the policy period;
  - (2) The action seeking "injunctive relief" is brought in a legally authorized court or administrative tribunal of the United States, any of its states or commonwealths, or any governmental subdivision of any of them;
  - (3) The insured first notifies us as soon as practical after retaining counsel to respond to such action, however not later than sixty days after the end of the policy period; and is reasonably expedient in requesting us to pay the "defense expense."

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All actions based on or arising out of the same "wrongful act" or related "wrongful acts" shall be considered one action for "injunctive relief" regardless of the number of:

- a. Plaintiffs;
- b. Insureds;
- c. Demands asserted; or
- d. Injunctions, temporary restraining orders or prohibitive writs.

## 2. Exclusions.

- a. With respect to the coverage provided by this endorsement, this insurance does not apply to any actual or alleged "wrongful act(s)" directly or indirectly arising out of or resulting in:
  - (1) "Bodily injury", "property damage", or "personal and advertising injury".
  - (2) "Personal religious counseling", "religious communications", or "religious acts".
  - (3) Any actual or alleged personal gain, profit or advantage by any insured to which they are not legally entitled, but this exclusion applies only to the insured who gained such illegal profit or advantage.
  - (4) Loss of salaries, bonuses or other compensation of any former, current or prospective employee, director or officer.
  - (5) The actual or alleged failure to secure or maintain any insurance or bonds, including failure to obtain proper amounts or coverage.
  - (6) Loss of profits or losses, including an accounting thereof, resulting from the purchase or sale of any securities.
  - (7) Breach of a contractual obligation.
  - (8) The actual or alleged violation of any local, state or federal civil rights law, regulation or ordinance.
  - (9) Any dishonest, fraudulent or criminal act or omission of any insured.

(10) The willful violation of any order, directive, statute, ordinance or regulation committed by you or with your knowledge or consent.

(11) Your legal obligation resulting from damages sustained by an employee, prospective employee, former employee, or their beneficiaries or legal representatives caused by your negligent act, error or omission or that of any other person for whose acts you are legally liable in the administration of any employee benefit programs, the Employee Retirement Income Security Act of 1974 (Public Law 93-406) and subsequent amendments, or any similar federal, state or local law. Such claim(s) may be based upon, but not limited to, failure to advise an employee of available benefits, incorrect interpretation of a benefit program, failure to enroll an employee, and error in handling records.

(12) "Abuse" or "molestation".

(13) "Discrimination".

b. In addition to the exclusions in Paragraph a. above, insurance under **COVERAGE F.** does not apply to:

- (1) Any "wrongful act" which is insured by any other policy or policies except:
  - (a) A policy purchased to apply in excess of this policy; or
  - (b) That portion of "damages" otherwise covered by this policy which exceeds the limits of liability of such other policy or policies.

**B. The provisions under SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B shall also apply to SECTION I — COVERAGE E. DIRECTORS AND OFFICERS LIABILITY.**

**C. SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following, but only with respect to the coverage afforded by this endorsement:

1. You;
2. Any person who was, now is, or shall be appointed or elected as officer, director, trustee or member of your board of governors or directors or trustees, or similar governing body, but only with respect to their official duties as such;



3. Your "employees" and your "volunteer workers" but only for "wrongful act(s)" committed at the direction of one or more person(s) referenced in Paragraph 2. above while such person is discharging official duties for you, your official board of governors or directors or trustees, or similar governing body;
4. The estate, heirs or legal representatives of deceased persons who were insureds at the time of a "wrongful act(s)" covered by this endorsement; and
5. Any of the persons or entities listed in Paragraphs 1. through 4. above with respect to an organization over which you maintain ownership or majority interest, but only with respect to their official duties for this organization.

**D. SECTION III — LIMITS OF INSURANCE** is amended as follows, but only with respect to the coverage afforded by this endorsement:

1. The following is added under Paragraph 2.:  
"Damages" under **Coverage E**.
2. Subject to Paragraph 1. above, the Directors and Officers Liability Limit is the most we will pay under **Coverage E** for all "damages" arising out of any one "wrongful act."

**E. The following condition is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you have other insurance provided by us or one of our affiliates that will respond to a claim or "suit" also covered under this coverage, the maximum limit of insurance under all collectible insurance shall not exceed the highest applicable limit under any one of the other coverage part(s), form(s) or policy(ies).

**F. SECTION V — DEFINITIONS** is amended as follows, but only with respect to the coverage afforded by this endorsement:

The following definitions are added:

1. "Abuse" or "molestation" means each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together.

**2. "Damages" means:**

- a. Monetary damages awarded against an insured on that part of the judgment we pay;
- b. Punitive or exemplary damages where permitted by law; and
- c. A monetary settlement with an accompanying release of liability.

"Damages" does not include:

- a. Civil, criminal, administrative or other fines or penalties;
- b. Equitable relief, injunctive relief, declarative relief or any other relief or recovery other than money; or
- c. Judgments or awards because of acts deemed uninsurable by law.

**3. "Discrimination" means:**

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law; or
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender

4. "Personal religious counseling" means counseling activities provided by you or by others for whom you are legally liable to ten or fewer persons. It does not include "religious act(s)", "religious communication(s)" or "wrongful act(s)".
5. "Religious Act(s)" means an action in support or furtherance of, or in adherence to, the religious or spiritual beliefs of your organization. It does not include "religious communication", "personal religious counseling", or "wrongful act(s)".
6. "Religious communication(s)" means a spoken or written religious or spiritual message, prayer, sermon, inspiration or insight by any insured intended for delivery to more than two individuals. It does not include "personal religious counseling", "religious act(s)" or "wrongful act(s)".

## 7. "Wrongful act(s)" means:

- a. Any actual or alleged act, error or omission by your appointed or elected officers, directors, trustees or members of your board of governors or similar governing body, in the discharge of their official duties for you; or
- b. Any actual or alleged act, error or omission by any insured in carrying out their official duties as directed by any of the individual(s) identified in Paragraph a. above.

For the purpose of determining the limits of insurance, all "wrongful acts" that have a common source of fact, circumstance, situation or cause will be considered one "wrongful act" regardless of the number of insureds involved.

"Wrongful act(s)" does not include "religious act(s)", "religious communication(s)", or "personal religious counseling".

**G. SECTION V — DEFINITIONS** is amended as follows but only with respect to the coverage afforded under **COVERAGE F. INJUNCTIVE RELIEF DEFENSE EXPENSE SUBLIMIT** in this endorsement.

The following definitions are added:

## 1. "Defense expense" means:

- a. Legal fees charged by the insured's attorney;
- b. Court costs;
- c. Expert witness and consultant fees and expenses; and
- d. The cost of court bonds, however we do not have to furnish these bonds.

## "Defense expense" does not include:

- a. Any salaries, charges or fees of or incurred by any insured, insured's employees or volunteers, or former employees or volunteers; or
  - b. Any fees, costs or expenses other than those identified in a., b., c., and d. above.
2. "Injunctive relief" means equitable relief sought in a state, federal or local court or government administrative tribunal in the form of a demand for the issuance of a permanent, preliminary or temporary injunction, restraining order, or similar prohibitory or mandatory writ against, or order for specific performance by, an insured provided such action is filed during the policy period.

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**PERSONAL RELIGIOUS COUNSELING LIABILITY**COMMERCIAL GENERAL LIABILITY  
CG 79 74 05 11**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to SECTION I — COVERAGES:****COVERAGE D. PERSONAL RELIGIOUS COUNSELING LIABILITY****1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as "damages" for "counseling errors" to which this insurance applies. We will have the right and duty to defend any "suit" seeking those "damages". However, we have no duty to defend the insured against any "suit" seeking "damages" for "counseling errors" to which this insurance does not apply. We may at our discretion investigate any alleged "counseling error" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for "damages" is limited as described in **SECTION III — LIMITS OF INSURANCE** and Item D. of this endorsement; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under **Coverage A, B, D** or, if applicable, **E**, or medical expenses under **Coverage C**.

No other obligation or liability to pay sums or to perform acts or services is covered unless explicitly provided for under **Supplementary Payments** of **SECTION I — COVERAGES**.

- b. This insurance applies to "counseling errors" committed by any insured, but only if the "counseling error" was first committed in the "coverage territory" during the policy period.

**2. Exclusions**

With respect to the coverage provided by this endorsement, this insurance does not apply to any actual or alleged "counseling error(s)" directly or indirectly arising out of or resulting in:

- a. "Bodily injury," "property damage" or "personal and advertising injury."
- b. "Wrongful acts," "religious communications, or "religious acts".
- c. Any actual or alleged personal gain, profit or advantage by any insured to which they are not legally entitled, but this exclusion applies only to the insured who gained such illegal profit or advantage.
- d. Loss of salaries, bonuses or other compensation of any former, current or prospective employee, director or officer.
- e. Breach of a contractual obligation.
- f. Acts, errors or omissions of any insured as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.
- g. Any "damages" resulting from rendering or failing to render legal, medical, financial or other advice outside of the scope of counseling for personal and spiritual issues performed in the context of religious teachings.
- h. The actual or alleged violation of any local, state or federal civil rights law, regulation or ordinance.
- i. Any dishonest, fraudulent or criminal act or omission of any insured.
- j. The willful violation of any order, directive, statute, ordinance or regulation committed by you or with your knowledge or consent.

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k. Any "damage", cost, civil fine, penalty or expense against any insured arising from any complaint or enforcement action by any federal, state or local government or agency.

m. "Abuse" or "molestation".

n. "Discrimination".

o. Your legal obligation resulting from "damages" sustained by an "employee", prospective "employee", former "employee", or their beneficiaries or legal representatives caused by your negligent act, error or omission or that of any other person for whose acts you are legally liable in the administration of any employee benefit programs, the Employee Retirement Income Security Act of 1974 (Public Law 93-406) and subsequent amendments, or any similar federal, state or local law. Such claims may be based upon, but not limited to, failure to advise an "employee" of available benefits, incorrect interpretation of a benefit program, failure to enroll an "employee", and error in handling records.

**B. The provisions under SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B will also apply to SECTION I — COVERAGE D. PERSONAL RELIGIOUS COUNSELING LIABILITY.**

**C. SECTION II — WHO IS AN INSURED** is replaced by the following, but only with respect to the coverage afforded by this endorsement:

Each of the following is an insured under **COVERAGE D. PERSONAL RELIGIOUS COUNSELING LIABILITY**:

1. You; and
2. Your officially appointed or elected clergy; or
3. Officers, directors, trustees or members of your board of governors, or similar governing body, or
4. Your "lay counselor(s)",

but only while acting within the scope of their official duties in providing "personal religious counseling" on your behalf.

**D. SECTION III — LIMITS OF INSURANCE** is amended as follows:

The following is added under Paragraph 2:

d. The Personal Religious Counseling Liability Limit is the most we will pay under **Coverage D** for all "damages" arising out of any one "counseling error."

#### **OUTSIDE COUNSELING EXPENSE REIMBURSEMENT**

##### **1. Insuring Agreement**

Subject to a maximum of \$25,000 in any one policy period, we will reimburse you up to \$3,000 per person for "outside counseling services" provided to a person as a result of your "counseling error" provided that:

- (a) The "counseling error" takes place in the "coverage territory" and during the policy period; and
- (b) The expense for the "outside counseling services" is incurred and reported to us within one (1) year of the alleged "counseling error".

If you did not or could not pay for the "outside counseling services" then we will reimburse the person counseled, or pay the person or organization providing these services on your behalf. The requirements in Paragraphs 1.(a) and 1.(b) above still apply.

2. We will make these payments regardless of fault.
3. Our obligation to reimburse or pay for "outside counseling services" is contingent upon your prior and timely submission to us of invoices and proof of payment documentation.

**E. The following condition is added to SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If you have other insurance provided by us or one of our affiliates that will respond to a claim or "suit" also covered under this coverage, the maximum limit of insurance under all collectible insurance shall not exceed the highest applicable limit under any one of the other coverage part(s), form(s) or policy(ies).

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**F. SECTION V — DEFINITIONS** is amended as follows, but only with respect to the coverage afforded by this endorsement:

The following definitions are added:

1. "Abuse" or "molestation" means each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together.
2. "Counseling error(s)" means any actual or alleged act, error, or omission by any insured arising out of "personal religious counseling" done by or for you. For the purpose of determining the limits of insurance, any "counseling error" together with all related "counseling errors" sustained by any one person will be considered one "counseling error."
3. "Damages" means:
  - a. Monetary damages awarded against an insured on that part of the judgment we pay;
  - b. Punitive or exemplary damages where permitted by law; and
  - c. A monetary settlement with an accompanying release of liability.

"Damages" does not include:

  - a. Civil, criminal, administrative or other fines or penalties;
  - b. Judgments or awards because of acts deemed uninsurable by law; or
  - c. Equitable relief, injunctive relief or declarative relief or any other relief or recovery other than money.
4. "Discrimination" means:
  - a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law; or
  - b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

5. "Lay counselor" means a member of your congregation, your "employee" or other volunteer trained in religious counseling and authorized by your officially appointed or elected clergy, or your officers, directors, trustees or members of your board of governors, or similar governing body to provide "personal religious counseling" on behalf of your organization.
6. "Outside counseling services" are:
  - a. assessment, treatment or counseling by a mental health clinician licensed by a governmental entity; or
  - b. counseling by a person trained in spiritual or religious principles,

of a person who allegedly suffers mental anguish caused by or resulting from "counseling errors(s)".
7. "Personal religious counseling" means counseling activities provided by you or by others for whom you are legally liable to ten or fewer persons. It does not include "religious act(s)", "religious communication(s)" or "wrongful act(s)".
8. "Religious Act(s)" means an action in support or furtherance of, or in adherence to, the religious or spiritual beliefs of your organization. It does not include "religious communication", "personal religious counseling", or "wrongful act(s)".
9. "Religious communication(s)" means a spoken or written religious or spiritual message, prayer, sermon, inspiration or insight by any insured intended for delivery to more than two individuals. It does not include "personal religious counseling", "religious act(s)" or "wrongful act(s)".
10. "Wrongful act(s)" means:
  - a. Any actual or alleged act, error or omission by your appointed or elected officers, directors, trustees or members of your board of governors or similar governing body, in the discharge of their official duties for you; or
  - b. Any actual or alleged act, error or omission, by any insured in carrying out their official duties as directed by any of the individual(s) identified in Paragraph a. above.

"Wrongful act(s)" does not include "religious act(s)", "religious communication(s)", or "personal religious counseling".



## GENERAL AGGREGATE LIMIT PER PROJECT

COMMERCIAL GENERAL LIABILITY  
CG 79 97 11 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The General Aggregate Limit under **SECTION III — Limits Of Insurance** applies separately to each of your projects away from premises owned by or rented to you.

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**ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION**COMMERCIAL GENERAL LIABILITY  
CG 80 29 06 10**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**A. The following exclusion is added to COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY 2. Exclusions:**

"Bodily injury" or "property damage" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

**(2) The insured's:**

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting to the proper authorities, or failure to so report; or
- (f) Retention;

of any "employee", volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse of a sexual nature, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

**(3) The insured's:**

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any "employee", volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

**B. The following exclusion is added to COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY 2. Exclusions:**

"Personal and advertising injury" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

**(2) The insured's:**

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting to the proper authorities, or failure to so report; or
- (f) Retention;

of any "employee", volunteer, student-in-training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

**(3) The insured's:**

- (a)** Design;
- (b)** Control;
- (c)** Maintenance;
- (d)** Supervision;
- (e)** Inspection; or
- (f)** Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4)** The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (5)** The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct by any "employee", volunteer, student-in-training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured;

All other terms and conditions of the coverage form remain unchanged.

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# EXCLUSION — VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)

COMMERCIAL GENERAL LIABILITY  
CG 80 64 09 23

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following is added to Paragraph 2. Exclusions for SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY and COVERAGE B — PERSONAL AND ADVERTISING INJURY LIABILITY:**

This insurance does not apply to:

**Violation Of Law Addressing Data Privacy**

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" or other nonpublic material or information, including but not limited to:
  - a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

Paragraphs 1. and 2. above include the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

**B. The following is added to SECTION V — DEFINITIONS:**

"Biometric information" means:

1. Any biometric identifier including but not limited to retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or
2. Any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

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Previous Policy Number  
S 2425406

Policy Number:  
S 2425406

## ABUSE OR MOLESTATION OCCURRENCE LIABILITY COVERAGE DECLARATIONS

Entity Name: RENOVATION CHURCH OF ATLANTA,

Producer Name: SOVEREIGN INSURANCE GROUP

Named Insured and Address

RENOVATION CHURCH OF ATLANTA, INC. DBA. RENOVATION CHURCH  
1775 WATER PL SE

ATLANTA

GA, 30339-2031

Policy Period:

From: SEPTEMBER 30, 2024

To: SEPTEMBER 30, 2025

12:01 A.M. Standard Time At  
"your" Mailing Address Above.

**THIS INSURANCE CONSISTS OF THE "ABUSE" OR "MOLESTATION" COVERAGE PART, THE DECLARATIONS PAGE, AND INCLUDES ALL ENDORSEMENTS, IF ANY LISTED BELOW.**

Limits of Insurance:

Aggregate Limit: \$1,000,000

Each "Abuse" or "Molestation" Limit: \$1,000,000

Deductible:

Each "Abuse" or "Molestation": NONE

Business Description:

CORPORATION

Premium: \$3,686

Minimum Premium: \$3,686

**IN RETURN FOR YOUR PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE APPLICABLE TERMS, CONDITIONS, ENDORSEMENTS AND DEFINITIONS CONTAINED IN YOUR POLICY, WE AGREE TO PROVIDE THE INSURANCE COVERAGE PROVIDED BY THIS POLICY.**

**Forms and Endorsements applying to this coverage part and made part of this policy at time of issuance:**

REFER TO "COMMERCIAL POLICY FORMS AND ENDORSEMENT SCHEDULE"

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COUNTERSIGNED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(Authorized Representative)

20000FS 2425406 186



**ABUSE OR MOLESTATION LIABILITY COVERAGE PART**ABUSE OR MOLESTATION  
AM 00 01 06 10**PLEASE READ THE ENTIRE FORM CAREFULLY.**

Various provisions in this coverage part restrict coverage. Read the entire coverage part carefully to determine your rights, duties and what is and is not covered.

Throughout this coverage part the words "you" and "your" refer to those Named Insured(s) shown in the Declarations of the policy to which this coverage part is attached. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II — WHO IS AN INSURED.**

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V — DEFINITIONS.**

**SECTION I — COVERAGE****ABUSE OR MOLESTATION LIABILITY COVERAGE****1. Insuring Agreement**

- a. We will pay those sums that the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" to which this insurance applies, if the insured is obligated to pay such "damages" by reason of:

**(1) The insured's:**

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting "abuse" or "molestation" to the proper authorities, or failure to so report; or
- (f) Retention of any "employee," volunteer, student in training or any other person or persons for whom the insured is or ever was legally responsible; or

**(2) The insured's:**

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants of your premises, premises in your control or premises you have leased to another; or

- (3) The insured's failure to provide professional services or neglect of therapeutic needs arising from "abuse" or "molestation" for which coverage applies under Item 1.a.(1) or Item 1.a.(2) of this insuring agreement; or**

- (4) The insured's liability for any "employee," volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by you.**

We have the right and duty to defend any "suit" seeking "damages" to which this insurance applies. However, we have no duty to defend the insured against any "suit" seeking "damages" to which this insurance does not apply. We may, at our discretion, investigate any "abuse" or "molestation" and settle any claim or "suit" that may result.

But:

- (a) The amount we will pay for "damages" is limited as set forth in **SECTION III — LIMIT OF INSURANCE;** and
- (b) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of "damages."

We will pay, with respect to any "suit" we defend, those "defense costs" incurred with our consent. No other obligation or liability to pay sums or perform acts or services is covered by this coverage part.

Our obligation to pay for "damages" applies only to the amount of "damages" in excess of any deductible amount shown in the Declarations. The deductible applies separately to each "abuse" or "molestation." Upon our request you will reimburse us for any amounts that we have paid that are within the applicable deductible.

20000FS 2425406 187

- b. This insurance applies only if:
- (1) The "abuse" or "molestation" takes place in the "coverage territory"; and
  - (2) The "abuse" or "molestation" first takes place during the policy period of the policy to which this coverage part is attached.

## 2. Exclusions

This insurance does not apply to:

- a. Liability assumed by the insured under any contract or agreement.
- b. Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law.
- c. "Injury" to:
  - (1) An "employee," volunteer, or student in training of the insured arising out of and in the course of:
    - (a) Employment by or services provided to the insured; or
    - (b) Performing duties related to the conduct of the insured's organization; or
  - (2) The spouse, child, parent, brother or sister of such "employee", volunteer, or student in training as a consequence of Paragraph (1) above. This exclusion applies:
    - (a) Whether the insured may be liable as an employer or in any other capacity; and
    - (b) To any obligation to share damages with or repay someone else who must pay "damages" because of the "injury", except that this exclusion does not apply in the limited instances when such "employee" is also your client and receiving services falling within the scope of services that you provide and the claim arises out of the provision of those services.
- d. Any claim made against an insured by another insured, except that this exclusion will not apply when such insured is an "employee", volunteer, or student in training of yours, who is also your client and receiving services falling within the scope of the services that you provide and the claim arises out of the provision of those services.
- e. Any loss, cost or expense because of criminal charges, criminal investigations or criminal proceedings of any kind.
- f. Any person who has or who is alleged to have committed or participated in or directed "abuse" or "molestation."

## SECTION II — WHO IS AN INSURED

1. You are an insured.
2. Each of the following is also an insured:
  - a. Your directors, but only for liability arising from their duties as your directors;
  - b. Your board members, but only for liability arising within the scope of their duties as such;
  - c. An "affiliate" including the following persons but solely during the period of time the "affiliate", as defined below, is an insured; the "affiliate's" (1) directors, but only for liability arising within the scope of their duties as such; (2) board members, but only for liability arising within the scope of their duties as such; (3) "employees", but only for liability arising within the scope of their employment duties for the "affiliate"; (4) volunteers, but only for liability arising within the scope of their volunteer duties for the "affiliate"; and (5) students in training, but only for liability arising within the scope of their duties for the "affiliate".
  - d. Your "employees", but only for liability arising within the scope of their employment duties for you.
  - e. Your volunteers, but only for liability arising within the scope of their volunteer duties related to the conduct of your organization; and
  - f. Students in training, but only for liability arising within the scope of their duties related to the conduct of your organization.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization.

However:

- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage does not apply to "damages" because of "abuse" or "molestation" before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III — LIMIT OF INSURANCE**

1. The Limit of Insurance shown in the Declarations and the rules below fix the most we will pay for "damages" to which this insurance applies regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. The **EACH "ABUSE" OR "MOLESTATION" LIMIT** shown in the Declarations is the most we will pay for all "damages" as the result of any claim of "abuse" or "molestation".

Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one "abuse" or "molestation" regardless of:

- a. The number of injured parties;
- b. The period of time or policy periods over which the acts took place; and
- c. The number of such actual, threatened or alleged acts.

3. The **AGGREGATE LIMIT** shown in the Declarations is, subject to Paragraph 2. of this Section, the total limit of our liability for all "damages" to which this insurance applies.

The Aggregate limits of this coverage part apply separately to each consecutive annual period; and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations to which this coverage part is attached; unless the policy period of the policy to which this coverage part is attached is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding annual period for purposes of determining the limit of insurance.

**SECTION IV — CONDITIONS****1. BANKRUPTCY**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this coverage part.

**1. Duties in the Event of an Incident, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable, but in no event later than 90 days after you become aware of an incident or potential incident of "abuse or molestation". You must also see to it that if a claim is made or "suit" is brought against any insured, we receive written notice of the claim or "suit" as soon as practicable, but in no event later than 90 days after the claim is made or "suit" is brought.
- b. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit" including the release of any personnel records of the person(s) allegedly involved in the "abuse" or "molestation"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "abuse" or "molestation" to which this insurance may also apply.
- c. No insureds will, except at their own cost, and without recourse to this coverage part, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action against Us**

No person or organization has a right under this coverage part:

- a. To join us as a party or otherwise bring us into a "suit" asking for "damages" from an insured; or
- b. To sue us on this coverage part unless all of its terms have been fully complied with.

A person or organization may sue us to recover as a result of an "agreed settlement" or on a final judgment against an insured obtained after an actual trial, but we will not be liable for "damages" that are not payable under the terms of this coverage part or that are in excess of the applicable limit of insurance.

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**4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage part, our obligations are limited as follows:

**a. Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

**b. Excess Insurance**

If any insured has other insurance directly or indirectly providing coverage for "damages" also covered by this coverage part, then this insurance shall be excess over and shall not contribute with such other insurance except where such insurance is specifically designated as excess to this coverage part.

When this insurance is excess, we will have no duty to defend any "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of covered loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; plus
- (2) The total of all deductible and self-insured amounts under this insurance and all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision.

**c. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limit of insurance of all insurers.

**5. Premium and Records**

- a. We will compute all premiums for this insurance in accordance with our rules and rates.
- b. The first named insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**6. Representations**

By accepting this coverage part you agree:

- a. The statements in the Declarations and in the application for insurance are accurate and complete.
- b. Those statements are based upon representations made by the insureds upon reasonable inquiry; and
- c. We have issued this coverage part in reliance upon those representations.

**7. Separation of Insureds**

Except with respect to the limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer of Rights of Recovery against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this coverage part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will institute legal proceedings or transfer those rights to us and help us enforce them.

**9. Two or More Coverage Parts or Policies Issued By Us**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention, but if the facts and circumstances of any claim or "suit" give rise to actual or claimed duplication or overlap of coverage then, notwithstanding the other insurance provision in this coverage part, if this coverage part and any other coverage part or policy issued to the insured by us, or any company affiliated with us, apply to facts and circumstances that in any way include "abuse" or "molestation", the limit of insurance under all such coverage parts or policies combined shall not exceed the applicable limit of insurance stated in the Declarations of this coverage part.



This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

#### 10. When We Do Not Renew

If we decide not to renew this coverage part or the policy to which this coverage part is attached, we will mail or deliver to the first named insured shown in the Declarations of the policy to which this coverage part is attached written notice of the nonrenewal not less than 30 days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

#### SECTION V — DEFINITIONS

1. "Affiliate" means those entities existing on or prior to the effective date of this Coverage Part of which you are the majority owner on or prior to the effective date of this Coverage Part but solely for so long as you remain the majority owner. After the date of the sale of your majority ownership interest or upon dissolution of any "affiliate", the "affiliate" and all included persons under **SECTION II — WHO IS AN INSURED** shall cease to be "affiliates" and insureds.

2. "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us.

3. "Abuse or molestation" means each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together.

Each, every and all actual, threatened or alleged acts of "abuse" or "molestation" or mental abuse, sexual abuse, sexual molestation or sexual misconduct committed, participated in, directed, instigated or knowingly permitted by one person or by two or more persons acting together shall be considered to be one "abuse" or "molestation" regardless of:

- The number of injured parties;
- The period of time or policy periods over which the acts took place; and
- The number of such actual, threatened, or alleged acts.

"Abuse" or "molestation" comprising more than one act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct shall be deemed to take place at the time of the first such incident, act or encounter

4. "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.

5. "Damages" means a monetary:

- Judgment;
- Award; or
- "Agreed settlement" means a settlement and release of liability signed by the insured and the claimant or the claimant's legal representative and approved by us. But it does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damage award.

6. "Defense Costs" means reasonable attorney's fees and related litigation costs to defend any "suit" seeking "damages" to which this coverage part applies. "Defense Costs" also includes the following:

- All expenses we incur.
- Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this coverage part applies. We do not have to furnish these bonds.
- The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "suit", including actual loss of earnings up to \$300 a day because of time off from work.
- All costs taxed against the insured in the "suit".
- Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

7. "Employee" includes a "leased worker" or a "temporary worker".

8. "Injury" means physical injury to a person, sickness, disease or emotional distress, mental anguish, or death resulting there from.



9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your organization.
10. "Suit" means a civil proceeding in which "damages" are sought for "abuse" or "molestation" to which this insurance applies. "Suit" also includes:
  - a. An arbitration proceeding in which such "damages" are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such "damages" are claimed and to which the insured submits with our consent.
11. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

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# INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING LIMITED CIVIL EXPENSE COVERAGE

ABUSE AND MOLESTATION  
AM 00 02 06 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

### ABUSE OR MOLESTATION COVERAGE PART

#### 1. INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING LIMITED CIVIL LEGAL EXPENSE COVERAGE

##### I. Insuring Agreement

Subject to the limits shown below, we will also pay "civil legal expenses" in those "suits" against a "named party" until either:

1. In a civil proceeding, the "named party," in any way, admits or is adjudicated to be culpably responsible for the "abuse" or "molestation" including but not limited to having an adjudication that the "named party" committed, participated in, directed the "abuse" or "molestation"; or
2. In a criminal or quasi-criminal proceeding, the "named party," has been convicted or entered a guilty plea or nolo contendere plea to a criminal or quasi-criminal charge, establishing intent or any of the acts of commission or omission that may be relied upon by the plaintiffs to establish culpability of the "named party" for the "abuse" or "molestation" in a "suit".

We will not pay for "civil legal expenses" in connection with any appeal from a judgment.

##### II. Limit of Liability

Our obligations under this Endorsement are limited as described below under **Employee, Volunteer or Student-in-Training Civil Legal Expense Costs Limitations**.

##### III. Conditions

Our obligations pursuant to this Endorsement are conditioned upon the "named party" agreeing in writing to:

- (a) Cooperate with us in the investigation of "civil legal expenses" we are asked to pay;
- (b) Notify any other insurer whose coverage may be available to the "named party;"

(c) Cooperate with us with respect to coordinating other applicable insurance available to the "named party;"

(d) Acknowledge that we will no longer be obligated to pay the "named party's" "civil legal expenses" after we have paid or tendered the applicable limit set forth below;

(e) Retain and cooperate with defense counsel of the "named party's" choice to defend against the "suit;"

(f) Not contest our decision to terminate our obligation to fund "civil legal expenses" when we have paid or tendered the limits set forth below; and

(g) Agree to reimburse us in the event we make any payments that exceed the limit of our "civil legal expenses" obligation set forth below, but in no event shall we be obligated to make those payments.

2. For the purposes of **SECTION I** of this Endorsement, **INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING LIMITED CIVIL LEGAL EXPENSE COVERAGE**, application of Exclusion f. of the Sexual Abuse or Molestation Coverage Form is suspended until such time as our obligations under this Endorsement are terminated in accordance with the terms of this Endorsement.

#### 3. INNOCENT EMPLOYEE, VOLUNTEER AND STUDENT-IN-TRAINING CIVIL LEGAL EXPENSE LIMITATIONS

The Employee, Volunteer and Student-in-Training Civil Legal Expense Policy Aggregate Limit shown below is the most we will pay for all "civil legal expenses" under this Endorsement, regardless of the number of Sexual Abuse or Molestation claims covered during the policy period.

Subject to the Employee, Volunteer and Student-in-Training Civil Legal Expense Policy Aggregate Limit below, the Each Employee, Volunteer and Student-in-Training Civil Legal Expense Limit shown below is the most we will pay under this Endorsement for all "civil legal expenses" for any one "named party."

**Employee, Volunteer and Student-In-Training Civil Legal Expense Policy Aggregate Limit: \$250,000.00**

**Each "Named Party" Civil Legal Expense Limit: \$ 50,000.00**

Upon our payment of the "Employee, Volunteer and Student-In-Training Civil Legal Expense Policy Aggregate Limit" or the "Each "Named Party" Civil Legal Expense Limit," as the case may be, our obligation under this Endorsement shall immediately terminate and we shall not be responsible for, nor do we assume, the obligation to continue paying "civil legal expenses." The "named party" shall promptly reimburse us for any payments we make, or may be required to make pursuant to this Endorsement, to the extent that they exceed the limits set forth above.

4. Solely for purposes of this Endorsement, the following definitions are added to **SECTION V — DEFINITIONS**, contained in the "Abuse" Or "Molestation" Coverage Part:

"Civil legal expenses" means reasonable attorney's fees, related litigation costs and fees to defend against a "suit";

"Named party" means an "employee", volunteer or student-in-training of the first named insured who is alleged to have committed, participated in or directed "abuse" or "molestation" for which coverage would be provided to the first named insured for such "suit" under the "Abuse" or "Molestation" Coverage Part.

All other terms, definitions and conditions of the Abuse or Molestation Coverage Part remain unchanged.

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## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

ABUSE OR MOLESTATION  
AM 00 31 01 15

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### ABUSE OR MOLESTATION LIABILITY COVERAGE PART

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage that is otherwise excluded.

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## ADDITIONAL INSURED — AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN AGREEMENT WITH YOU

ABUSE OR MOLESTATION  
AM 00 37 06 21

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### ABUSE OR MOLESTATION LIABILITY COVERAGE PART

**Section II — Who Is An Insured** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in a written contract or written agreement that such person or organization be added as an additional insured on your Abuse or Molestation Liability policy, but only with respect to liability the insured is legally obligated to pay as "damages" because of "abuse" or "molestation" resulting in "injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for such additional insured.
- The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the occurrence.

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## DEFINITION OF DAMAGES AMENDED

ABUSE OR MOLESTATION  
AM 01 01GA 06 21

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### ABUSE OR MOLESTATION COVERAGE FORM

The definition of "damages" under the **DEFINITIONS** Section is deleted in its entirety and replaced by the following:

5. "Damages" means a monetary:

- a. Judgment;
- b. Award; or
- c. "Agreed settlement".

"Damages" do not include fines, sanctions, or penalties.

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<b>Policy Number</b> <b>S 2425406</b>
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Company Name: SELECTIVE WAY INSURANCE COMPANY

## CYBER LIABILITY AND DATA BREACH RESPONSE POLICY DECLARATIONS

INSURING AGREEMENTS 1., 3., 4. AND 5. OF THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS "CLAIMS EXPENSES" UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENTS 2., 6., 7., 8., 9. AND 10. OF THIS POLICY PROVIDE FIRST PARTY COVERAGE.

**Named Insured and Address:**

SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025

**Policy Period**

From: 09/30/2024

To: 09/30/2025

12:01 A.M Standard Time At  
Named Insured Mailing Address.**Producer Number:**

00-37124-00000

**Producer:** SOVEREIGN INSURANCE GROUP**Item 1.****Policy Aggregate Limit of Liability:**

Aggregate for all loss, including "claims expenses", subject to the following:

Information Security and Privacy Liability Aggregate Limit:

\$100,000

\$100,000

Regulatory Defense and Penalties Aggregate Sublimit:

\$25,000

Website Media and Content Liability Aggregate Limit:

\$100,000

PCI Fines, Expenses and Costs Aggregate Sublimit:

\$25,000

Cyber Extortion Aggregate Sublimit:

\$20,000

First Party Data Protection Aggregate Sublimit:

\$20,000

First Party Network Business Interruption Aggregate Sublimit:

\$20,000

Fraudulent Instruction Aggregate Sublimit:

\$10,000

Electronic Crime Aggregate Sublimit:

\$10,000

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<b>Item 2.</b>	
<b>Retention Per "Claim" or Incident</b>	
Information Security and Privacy Liability Retention:	N/A
Regulatory Defense and Penalties Retention:	N/A
Website Media and Content Liability Retention:	N/A
PCI Fines, Expenses and Costs Retention:	N/A
Cyber Extortion Retention:	\$2,500
First Party Data Protection Retention:	\$2,500
First Party Network Business Interruption Retention:	the greater of \$2,500 or income loss during 12 hour waiting period
Fraudulent Instruction Retention:	\$2,500
Electronic Crime Retention:	\$2,500

<b>Item 3.</b>	
<b>Privacy Breach Response Services Aggregate Limit of Coverage</b> The Privacy Breach Response Services Aggregate Limit of Coverage is separate from and in addition to the Policy Aggregate Limit of Liability.	
"Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Expenses" Aggregate Limit:	\$50,000
Notified Individuals - "Notification Services", "Call Center Services" and "Breach Resolution and Mitigation Services" Aggregate Limit:	10,000 Notified Individuals

<b>Item 4.</b>	
<b>Privacy Breach Response Services Retention Per Incident</b>	
"Computer Expert Services", "Legal Services" and "Public Relations and Crisis Management Expenses" Retention:	N/A
Notified Individuals Threshold:	N/A Notified Individuals

<b>Item 5.</b>	
<b>Retroactive Date</b>	NONE
<b>Policy Premium</b>	\$73.00

## CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM

CYBER LIABILITY AND DATA BREACH RESPONSE  
CB 00 01 12 19

PLEASE READ THE ENTIRE POLICY CAREFULLY.

INSURING AGREEMENTS 1., 3., 4. AND 5. OF THIS POLICY PROVIDE COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLY ONLY TO "CLAIMS" FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. AMOUNTS INCURRED AS "CLAIMS EXPENSES" UNDER THIS POLICY SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO RETENTIONS.

INSURING AGREEMENTS 2., 6., 7., 8., 9. AND 10. OF THIS POLICY PROVIDE FIRST PARTY COVERAGE.

IF WE HAVE ISSUED THIS POLICY BASED UPON YOUR APPLICATION FOR THIS INSURANCE, WE HAVE DONE SO BASED UPON INFORMATION ON THAT APPLICATION, WHICH IS A REPRESENTATION OF THE CORRECTNESS OF THE INFORMATION.

The terms and conditions of the Cyber Liability and Data Breach Response Policy govern the scope of coverage and your and our duties. The Application for this insurance coverage will become part of the Policy upon issuance of the coverage.

Throughout this Policy, the words "you" and "your" refer to the "named insured(s)" shown in the Declarations and any other person(s) or organization(s) qualifying as a "named insured" under this Policy.

The words "we", "us" and "our" refer to the company providing this coverage. The word "insured" means any person or organization qualifying as such under **SECTION III — WHO IS AN INSURED**.

This Policy provides cyber liability and data breach response coverage. Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine your rights and duties and what is and is not covered. The terms, conditions, exclusions, and limits of liability set forth in this Policy apply only to the coverage provided by this Policy.

Words and phrases that appear in quotation marks have special meaning. Refer to **SECTION XI — DEFINITIONS**. To the extent any words or phrases used in this Policy are defined elsewhere in endorsements attached to this Policy, such definitions provided elsewhere do not apply to give meaning to the words or phrases used in this Policy.

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**SECTION I — INSURING AGREEMENTS**

Coverage is provided under the following insuring agreements for which limits of liability are shown in the Declarations:

**1. Information Security and Privacy Liability**

We will pay on behalf of the insured, "damages" and "claims expenses", in excess of the retention, which the insured shall become legally obligated to pay because of any "claim", including a "claim" for a violation of a "privacy law", first made against any insured and reported in writing to us during the "policy period" or any applicable extended reporting period, subject to **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** for:

- A.** theft, loss, or "unauthorized disclosure" of "personally identifiable information" or "third party information" that is in the care, custody or control of the "insured organization", or a third party for whose theft, loss or "unauthorized disclosure" of "personally identifiable information" or "third party information" the "insured organization" is legally liable (a third party shall include a business associate as defined by the Health Insurance Portability and Accountability Act (HIPAA)), provided such theft, loss or "unauthorized disclosure" first takes place on or after the retroactive date and before the end of the "policy period";
- B.** one or more of the following acts or incidents that directly result from a failure of "computer security" to prevent a "security breach", provided that such act or incident first takes place on or after the retroactive date and before the end of the "policy period":
  - i.** the alteration, corruption, destruction, deletion, or damage to data stored on "computer systems";
  - ii.** the failure to prevent transmission of "malicious code" from "computer systems" to computer or network systems that are not owned, operated or controlled by an insured; or
  - iii.** the participation by the "insured organization's" "computer systems" in a "denial of service attack" directed against a computer or network systems that are not owned, operated or controlled by an insured;
- C.** the "insured organization's" failure to timely disclose an incident described in Paragraphs **A.** or **B.** of this section in violation of any "breach notice law"; provided such incident giving rise to the "insured organization's" obligation under a "breach notice law" must first take place on or after the retroactive date and before the end of the "policy period";
- D.** failure by the insured to comply with that part of a "privacy policy" that specifically:
  - i.** prohibits or restricts the "insured organization's" disclosure, sharing or selling of a person's "personally identifiable information";
  - ii.** requires the "insured organization" to provide access to "personally identifiable information" or to correct incomplete or inaccurate "personally identifiable information" after a request is made by a person; or
  - iii.** mandates procedures and requirements to prevent the loss of "personally identifiable information";

provided the acts, errors or omissions that constitute such failure to comply with a "privacy policy" must first take place on or after the retroactive date and before the end of the "policy period", and the "insured organization" must, at the time of such acts, errors or omissions, have in force a "privacy policy" that addresses those subsections above that are relevant to such "claim"; or
- E.** failure by the insured to administer:
  - i.** an identity theft prevention program as required by regulations and guidelines promulgated pursuant to 15 U.S.C. Section 1681m(e), as amended, or
  - ii.** an information disposal program required by regulations and guidelines promulgated pursuant to 15 U.S.C. Section 1681W, as amended;

provided the acts, errors or omissions that constitute such failure must first take place on or after the retroactive date and before the end of the "policy period".



**2. Privacy Breach Response Services**

We will provide privacy breach response services to the "insured organization", in excess of the retention, because of an incident, or a reasonably suspected incident, described in Paragraphs A. or B. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**, that first takes place on or after the retroactive date and before the end of the "policy period" and is both discovered by the insured and is reported to us during the "policy period" or as otherwise provided in **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**.

Privacy breach response services means the following:

- A. "computer expert services";
- B. "legal services";
- C. "public relations and crisis management expenses";

Paragraphs A. through C. are subject to a monetary limit in excess of the retention as noted in the Declarations;

- D. "notification services" to provide notification to:

- i. individuals who are required to be notified by the "insured organization" under the applicable "breach notice law"; or
- ii. in our discretion, individuals affected by an incident in which their "personally identifiable information" has been subject to theft, loss, or "unauthorized disclosure" in a manner which compromises the security or privacy of such individual by posing a significant risk of financial, reputational or other harm to the individual;

- E. "call center services"; and

- F. "breach resolution and mitigation services";

Paragraphs D. through F. are subject to a maximum notified individual limit and the threshold noted in the Declarations.

Privacy breach response services will be provided subject to the terms and conditions of this Policy, subject to the applicable retentions and limitations set forth in the Declarations and shall not include any internal salary or overhead expenses of the "insured organization". Privacy breach response services will be provided by service providers from our panel selected by us in consultation with the "insured organization".

**3. Regulatory Defense and Penalties**

We will pay on behalf of the insured, "claims expenses" and "penalties", in excess of the retention, which the insured shall become legally obligated to pay because of any "claim" in the form of a "regulatory proceeding", first made against any insured and reported in writing to us during the "policy period" or any applicable extended reporting period, subject to **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, for a violation of a "privacy law" and caused by an incident described in Paragraphs A., B. or C. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** that first takes place on or after the retroactive date and before the end of the "policy period". Coverage under this insuring agreement is sub-limited to the amount set forth in the Declarations.

**4. Website Media Content Liability**

We will pay on behalf of the insured, "damages" and "claims expenses", in excess of the retention, which the insured becomes legally obligated to pay resulting from any "claim" first made against any insured and reported in writing to us during the "policy period" or any applicable extended reporting period, subject to **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**, for one or more of the following acts first committed on or after the retroactive date and before the end of the "policy period" in the course of the "insured organization's" display of "media material" on its website or on social media web pages created and maintained by or on behalf of the "insured organization":

- A. defamation, libel, slander, trade libel, infliction of emotional distress, outrage, outrageous conduct, or other tort related to disparagement or harm to the reputation or character of any person or organization;
- B. a violation of the rights of privacy of an individual, including false light and public disclosure of private facts;

- C. invasion of or interference with an individual's right of publicity, including commercial appropriation of name, persona, voice or likeness;
- D. plagiarism, piracy or misappropriation of ideas under implied contract;
- E. infringement of copyright;
- F. infringement of domain name, trademark, trade name, trade dress, logo, title, metatag, slogan, service mark, service name; or
- G. improper deep-linking or framing within electronic content.

#### 5. PCI Fines, Expenses and Costs

We will indemnify the insured for "PCI fines, expenses, and costs", in excess of the retention, which the insured shall become legally obligated to pay because of a "claim" first made against any insured and reported in writing to us during the "policy period" or any applicable extended reporting period, subject to **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**. Coverage under this insuring agreement is sub-limited to the amount set forth in the Declarations. **SECTION II — DEFENSE AND SETTLEMENT OF CLAIMS** does not apply to any "claim" for "PCI fines, expenses, and costs" and we will have no obligation to pay "claims expenses" under this insuring agreement.

#### 6. Cyber Extortion

We will indemnify the "named insured" for "cyber extortion loss", in excess of the retention, incurred by the "insured organization" as a direct result of an "extortion threat" first made against the "insured organization" during the "policy period" and reported in writing to us during the "policy period" or as otherwise provided in **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**. We will not pay for "cyber extortion loss" which is part of a series of related "extortion threats" that began prior to the "policy period".

#### 7. First Party Data Protection

We will indemnify the "named insured" for "data protection loss", in excess of the retention, incurred by the "insured organization" as a direct result of:

- A. alteration, corruption, destruction, deletion or damage to a "data asset", or
- B. inability to access a "data asset"

that is directly caused by a failure of "computer security" to prevent a "security breach"; provided that such "security breach" takes place on or after the retroactive date and before the end of the "policy period" and is reported in writing to us during the "policy period" or as otherwise provided in **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**.

#### 8. First Party Network Business Interruption

We will indemnify the "named insured" for "business interruption loss", in excess of the retention, the "insured organization" sustains during the "period of restoration" as a direct result of the actual and necessary interruption of "computer systems" caused directly by a failure of "computer security" to prevent a "security breach"; provided such "security breach" first takes place on or after the retroactive date and before the end of the "policy period" and is reported in writing to us during the "policy period" or as otherwise provided in **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**.

#### 9. Fraudulent Instruction

We will indemnify the "named insured" for loss, in excess of the applicable retention, resulting directly from an insured having transferred, paid, or delivered any "money" or "securities" as a direct result of "fraudulent instructions", provided such loss is first discovered by the insured and reported in writing to us during the "policy period" or as otherwise provided in **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** and occurs on or after the retroactive date and before the end of the "policy period".

#### 10. Electronic Crime

We will indemnify the "named insured" for the loss of "money" or "securities", in excess of the applicable retention, contained in a "transfer account" at a "financial institution" resulting directly from "funds transfer fraud" committed solely by a third party; provided that such loss must be discovered by the insured during the "policy period" and reported in writing to us during the "policy period" or as otherwise provided in **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM** and occurs on or after the retroactive date and before the end of the "policy period".

**SECTION II — DEFENSE AND SETTLEMENT OF CLAIMS****1. We shall have the right and duty to defend:**

- A.** any "claim" against the insured seeking "damages" which are payable under the terms of this Policy, even if any of the allegations of the "claim" are groundless, false or fraudulent; or
- B.** under **SECTION I — INSURING AGREEMENTS, 3. Regulatory Defense and Penalties**, any "claim" in the form of a "regulatory proceeding".

Selection of defense counsel shall be mutually agreed upon between the "named insured" and us; however, in the absence of such agreement, our decision shall be final.

**2. With respect to any "claim" against the insured seeking "damages" or "penalties" which are payable under this Policy, we will pay "claims expenses" in excess of the retention incurred with our prior written consent. The Limit of Liability available to pay "damages" and "penalties" shall be reduced and may be completely exhausted by payment of "claims expenses".****3. If the insured refuses to consent to any settlement or compromise recommended by us and acceptable to the claimant and elects to contest the "claim", our liability for any "damages", "penalties", and "claims expenses" shall not exceed:**

- A. (i)** the amount for which the "claim" could have been settled, less the remaining retention, plus the "claims expenses" incurred up to the time of such refusal; plus

- (ii)** sixty percent (60%) of any "claims expenses" incurred after the date such settlement or compromise was recommended to the insured plus sixty percent (60%) of any damages above the amount for which the "claim" could have been settled. The remaining forty percent (40%) of such "claims expenses" and "damages" must be borne by the "insured" at their own risk and uninsured; or

- B.** the applicable Limit of Liability;

whichever is less, and we shall have the right to withdraw from further defense thereof by tendering control of said defense to the insured. The portion of any proposed settlement or compromise that requires the insured to cease, limit or refrain from actual or alleged infringing or otherwise injurious activity or is attributable to future royalties or other amounts that are not "damages" (or "penalties" for "claims" covered under **SECTION I — INSURING AGREEMENTS, 3. Regulatory Defense and Penalties**) shall not be considered in determining the amount for which a "claim" could have been settled.

**4. We agree that the insured may settle any "claim" where the "damages", "penalties" and "claims expenses" do not exceed the retention, provided that the entire "claim" is resolved and the insured obtains a full release on behalf of all insureds from all claimants.****SECTION III — WHO IS AN INSURED**

Whether expressed in the singular or plural, insured shall mean:

- 1.** The "named insured" and any "subsidiaries" of the "named insured";
- 2.** A director, "manager", or officer of the "insured organization", but only with respect to the performance of his or her duties as such on behalf of the "insured organization";
- 3.** An employee of the "insured organization", but only for work done while acting within the scope of his or her employment and related to the conduct of the "insured organization's" business;
- 4.** A principal if the "named insured" is a sole proprietorship, or a partner if the "named insured" is a partnership, but only with respect to the performance of their duties as such on behalf of the "insured organization";
- 5.** Any person previously qualified as an insured under Paragraphs 2., 3. or 4. of this section prior to the termination of the required relationship with the "insured organization", but only with respect to the performance of his or her duties as such on behalf of the "insured organization";
- 6.** The estate, heirs, executors, administrators, assigns and legal representatives of any insured in the event of such insured's death, incapacity, insolvency or bankruptcy, but only to the extent that such insured would otherwise be provided coverage under this Policy; and
- 7.** The lawful spouse, including any natural person qualifying as a domestic partner under the provisions of any applicable federal, state, or local law in the United States of America, of any insured, but solely by reason of any act, error or omission of an insured other than such spouse or domestic partner.

**SECTION IV — EXCLUSIONS**

This insurance does not apply to any "claim" or "loss":

1. For, arising out of or resulting from:
  - A. physical injury, sickness, disease or death of any person, including any mental anguish or emotional distress resulting from such physical injury, sickness, disease or death; or
  - B. physical injury to or destruction of any tangible property, including the loss of use thereof; provided that electronic data shall not be considered tangible property for purposes of this exclusion.
2. For, arising out of or resulting from any employer-employee relations, policies, practices, acts or omissions, or any actual or alleged refusal to employ any person, or misconduct with respect to employees, whether such "claim" is brought by an employee, former employee, applicant for employment, or relative or domestic partner of such person; provided, that this exclusion shall not apply to an otherwise covered "claim" under Paragraph A. or B. under **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** by a current or former employee of the "insured organization", or to the providing of privacy breach response services involving current or former employees of the "insured organization".
3. For, arising out of or resulting from any actual or alleged act, error or omission or breach of duty by any director, officer or "manager" in the discharge of their duty if the "claim" is brought by or on behalf of the "named insured", a "subsidiary", or any principals, directors, officers, "managers", stockholders, members or employees of the "named insured" or a "subsidiary" in his or her capacity as such.
4. For, arising out of or resulting from any contractual liability or obligation or arising out of or resulting from breach of contract or agreement, either oral or written; however, this exclusion will not apply:
  - A. with respect only to the coverage provided pursuant to Paragraph A. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**, to any obligation of the "insured organization" to maintain the confidentiality or security of "personally identifiable information" or of "third party information";
  - B. with respect only to Paragraph D. of **SECTION I — INSURING AGREEMENTS, 4. Website Media Content Liability**, for misappropriation of ideas under implied contract;
  - C. to "computer expert services" or "legal services" covered under **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services**;
  - D. to "PCI fines, expenses and costs" covered under **SECTION I — INSURING AGREEMENTS, 5. PCI Fines, Expenses and Costs**, or
  - E. to the extent the insured would have been liable in the absence of such contract or agreement.
5. For, arising out of or resulting from any actual or alleged antitrust violation, restraint of trade, unfair competition, or false, deceptive or misleading advertising or violation of the Sherman Antitrust Act, the Clayton Act, or the Robinson-Patman Act, as amended.
6. For, arising out of or resulting from any actual or alleged false, deceptive or unfair trade practices; however, this exclusion does not apply to:
  - A. any "claim" covered under Paragraphs A., B. or C. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** or **SECTION I — INSURING AGREEMENTS, 3. Regulatory Defense and Penalties**; or
  - B. the provision of privacy breach response services covered under **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services**; that results from a theft, loss or "unauthorized disclosure" of "personally identifiable information" provided that no member of the "control group" participated or colluded in such theft, loss or "unauthorized disclosure".
7. For, arising out of or resulting from:
  - A. the actual or alleged unlawful collection, acquisition or retention of "personally identifiable information" (except as otherwise covered under Paragraph E. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**) or other personal information by, on behalf of, or with the consent or cooperation of the "insured organization"; or the failure to comply with a legal requirement to provide individuals with the ability to assent to or withhold assent (e.g. opt-in or opt-out) from the collection, disclosure or use of "personally identifiable information"; provided that this exclusion shall not apply to the actual or alleged unlawful collection, acquisition or retention of "personally identifiable information" by a person or entity that is not a "related party" and without the knowledge of the "insured organization"; or



- B. the distribution of unsolicited email, text messages, direct mail, or facsimiles, wiretapping, audio or video recording, or telemarketing, if such distribution, wiretapping or recording is done by or on behalf of the "insured organization".
8. For, arising out of or resulting from:
- A. that which was the subject of written notice given to us or to any other insurer prior to the inception date of this coverage; or
  - B. which was the subject of any prior and/or pending written demand made against any insured or a civil administrative or arbitration proceeding commenced against any insured, prior to the inception date of this coverage, or that involved the same or substantially the same fact, circumstance or situation underlying or alleged in such prior demand or proceeding.
9. For, arising out of or resulting from any related or continuing acts, errors, omissions, incidents or events where the first such act, error, omission, incident or event was committed or occurred prior to the retroactive date.
10. For, arising out of or resulting from any of the following:
- A. any actual or alleged violation of the Organized Crime Control Act of 1970 (commonly known as Racketeer Influenced and Corrupt Organizations Act or RICO), as amended;
  - B. any actual or alleged violation of any securities law, regulation or legislation, including but not limited to the Securities Act of 1933, the Securities Exchange Act of 1934, the Investment Act of 1940, the Sarbanes-Oxley Act of 2002 or any Blue Sky laws;
  - C. any actual or alleged acts, errors or omissions related to any of the "insured organization's" pension, healthcare, welfare, profit sharing, mutual or investment plans, funds of trusts, including any violation of any provision of the Employee Retirement Income Security Act of 1974 (ERISA);
  - D. any actual or alleged violation of a regulation promulgated under any of the laws described in Paragraphs A., B. or C. above; or
  - E. any actual or alleged violation of a federal, state, local or foreign laws or legislation similar to the laws described in Paragraphs A., B. or C. above;
- however, this exclusion does not apply to any otherwise covered "claim" under Paragraph A., B. or C. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** or to providing privacy breach response services covered under **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services**, that results from a theft, loss or "unauthorized disclosure" of "personally identifiable information", provided that no member of the "control group" participated or colluded in such theft, loss or "unauthorized disclosure".
11. Any actual or alleged unlawful discrimination of any kind including but not limited to age, color, race, sex, creed, national origin, marital status, sexual preference, disability or pregnancy.
12. Arising out of or resulting from any criminal, dishonest, fraudulent, or malicious act, error or omission, any intentional "security breach", intentional violation of a "privacy policy", or intentional or knowing violation of the law, if committed by an insured, or by others if the insured colluded or participated in any such conduct or activity; provided this exclusion shall not apply to:
- A. "claims expenses" incurred in defending any "claim" alleging the foregoing until such time as there is a final adjudication, judgment, binding arbitration decision or conviction against the insured which is not subject to appeal, or written admission by the insured, establishing such conduct, or a plea of nolo contendere or no contest regarding such conduct, at which time the "named insured" shall reimburse us for all "claims expenses" incurred defending the "claim" and we shall have no further liability for "claims expenses"; or
  - B. a "claim" or "loss" against a natural person insured if such insured did not personally commit, participate in or know about any act, error, omission, incident or event giving rise to such "claim" or "loss".
- For purposes of this exclusion, only acts, errors, omissions or knowledge of a member of the "control group" will be imputed to the "insured organization".
13. For, arising out of or resulting from any actual or alleged:
- A. infringement of patent or patent rights or misuse or abuse of patent or patent rights;
  - B. infringement of copyright arising from or related to software code or software products other than infringement resulting from a theft or "unauthorized access or use" of software code by a person who is not a "related party";



- C. use or misappropriation of any ideas, trade secrets or third party corporate information by, or on behalf of, the "insured organization", or by any other person or entity if such use or misappropriation is done with the knowledge, consent or acquiescence of a member of the "control group";
  - D. disclosure, misuse or misappropriation of any ideas, trade secrets or confidential information that came into the possession of any person or entity prior to the date the person or entity became an employee, officer, director, "manager", principal, partner or "subsidiary" of the insured; or
  - E. under Paragraph B. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**, theft of or "unauthorized disclosure" of data.
14. In connection with or resulting from a "claim" brought by or on behalf of any state, federal, local or foreign governmental entity, in such entity's regulatory or official capacity; provided, this exclusion shall not apply to an otherwise covered "claim" under **SECTION I — INSURING AGREEMENTS, 3. Regulatory Defense and Penalties** or to the provision of privacy breach response services under **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services** to the extent such services are legally required to comply with a "breach notice law".
15. For, arising out of or resulting from a "claim" by or on behalf of one or more insureds under this Policy against any other insured or insureds under this Policy, provided this exclusion shall not apply to an otherwise covered "claim" under Paragraphs A., B. or C. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** made by a current or former employee of the "insured organization".
16. For, arising out of or resulting from:
- A. any "claim" made by any business enterprise in which any insured has greater than a fifteen percent (15%) ownership interest or made by any parent company or other entity which owns more than fifteen percent (15%) of the "named insured"; or
  - B. the insured's activities as a trustee, partner, member, "manager", officer, director or employee of any employee trust, charitable organization, corporation, company or business other than that of the "insured organization".
17. For, arising out of or resulting from any of the following:
- A. trading losses, trading liabilities or change in value of accounts;
  - B. any loss, transfer or theft of monies, securities or tangible property of others in the care, custody or control of the "insured organization";
  - C. the monetary value of any transactions or electronic fund transfers by or on behalf of the insured which is lost, diminished, or damaged during transfer from, into or between accounts; or
  - D. the value of coupons, price discounts, prizes, awards, or any other valuable consideration given in excess of the total contracted or expected amount; provided that subsections A., B. and C. of this exclusion shall not apply to "loss" covered under **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction** or **10. Electronic Crime**.
18. For, arising out of or resulting from:
- A. the actual or alleged obligation to make licensing fees or royalty payments;
  - B. any costs or expenses incurred or to be incurred by the insured or others for the reprinting, reposting, recall, removal or disposal of any "media material" or any other information, content or media, including any media or products containing such "media material", information, content or media;
  - C. any "claim" brought by or on behalf of any intellectual property licensing bodies or organizations;
  - D. the actual or alleged inaccurate, inadequate or incomplete description of the price of goods, products or services, cost guarantees, cost representations, or contract price estimates, the authenticity of any goods, products or services; or the failure of any goods or services to conform with any represented quality or performance;
  - E. any actual or alleged gambling, contest, lottery, promotional game or other game of chance; or
  - F. any "claim" made by or on behalf of any independent contractor, joint venture or venture partner arising out of or resulting from disputes over ownership of rights in "media material" or services provided by such independent contractor, joint venture or venture partner.

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19. For, arising out of or resulting from, directly or indirectly occasioned by, happening through or in consequence of: war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority; provided that this exclusion will not apply to cyber terrorism. For purposes of this exclusion, cyber terrorism means the premeditated use of disruptive activities, or threat to use disruptive activities, against a computer system or network with the intention to cause harm, further social, ideological, religious, political or similar objectives, or to intimidate any person(s) in furtherance of such objectives.
20. Either in whole or in part, directly or indirectly arising out of or resulting from or in consequence of, or in any way involving:
- A. asbestos, or any materials containing asbestos in whatever form or quantity;
  - B. the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind; any action taken by any party in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; and any governmental or regulatory order, requirement, directive, mandate or decree that any party take action in response to the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of fungi, molds, spores or mycotoxins of any kind, such action to include investigating, testing for, detection of, monitoring of, treating, remediating or removing such fungi, molds, spores or mycotoxins; we will have no duty or obligation to defend any insured with respect to any "claim" or governmental or regulatory order, requirement, directive, mandate or decree which either in whole or in part, directly or indirectly, arises out of or results from or in consequence of, or in any way involves the actual, potential, alleged or threatened formation, growth, presence, release or dispersal of any fungi, molds, spores or mycotoxins of any kind;
  - C. the existence, emission or discharge of any electromagnetic field, electromagnetic radiation or electromagnetism that actually or allegedly affects the health, safety or condition of any person or the environment, or that affects the value, marketability, condition or use of any property; or
  - D. the actual, alleged or threatened discharge, dispersal, release or escape of pollutants; or any governmental, judicial or regulatory directive or request that the insured or anyone acting under the direction or control of the insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant including gas, acids, alkalis, chemicals, heat, smoke, vapor, soot, fumes or waste. Waste includes but is not limited to materials to be recycled, reconditioned or reclaimed.
21. With respect to **SECTION I — INSURING AGREEMENTS, 7. First Party Data Protection** and **8. First Party Network Business Interruption**, for, arising out of or resulting from:
- A. any failure or malfunction of electrical or telecommunication infrastructure or services, provided that this exclusion shall not apply to any otherwise covered "claim" or "loss" arising out of failure of "computer security" to prevent a "security breach" that was solely caused by a failure or malfunction of telecommunications infrastructure or services under the insured's direct operational control;
  - B. fire, flood, earthquake, volcanic eruption, explosion, lightning, wind, hail, tidal wave, landslide, act of God or other physical event; or
  - C. any satellite failures.
22. With respect to **SECTION I — INSURING AGREEMENTS, 6. Cyber Extortion**, for, arising out of or resulting from:
- A. any threat to physically harm or kidnap any person; or
  - B. any threat to harm, take, or transfer property other than any "data asset", even if such threat is made in conjunction with a threat to a "data asset".
23. With respect to **SECTION I — INSURING AGREEMENTS, 6. Cyber Extortion**, for, arising out of or resulting from an "extortion threat" first made against the "insured organization" during the "policy period" by any of the "insured organization's" directors, officers, principals, trustees, governors, "managers", members, management committee members, members of the management board, partners, or any person in collusion with any of the foregoing.
24. Arising out of or resulting from any seizure, nationalization, confiscation or destruction of "computer systems" or "data assets" by order of any governmental or public authority.

25. With respect to **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction**, for, arising out of or resulting from, either directly or indirectly:
- A. the actual or alleged use of credit, debit, charge, access, convenience, customer identification or other cards;
  - B. any transfer of money, goods, information or other item involving any person or entity that had authorized access to the insured's authentication mechanism;
  - C. the processing of, or the failure to process, credit, check, debit, personal identification number debit, electronic benefit transfers or mobile payments for merchant accounts;
  - D. any "fraudulent instruction" that was not verified with the requestor using an "out-of-band authentication";
  - E. the failure of any party to perform, in whole or in part, under any contract or agreement;
  - F. the failure, malfunction, inadequacy or illegitimacy of any product or service;
  - G. accounting or arithmetical errors or omissions;
  - H. indirect or consequential loss of any kind including income not realized as the result of a covered loss;
  - I. fees, costs or expenses incurred in defending or prosecuting any legal proceeding or claim; or
  - J. any transfer of "money" or "securities" to a "third party" or "vendor" where the received funds have been returned before having cleared the insured's bank account.
26. With respect to **SECTION I — INSURING AGREEMENTS, 10. Electronic Crime**, for, arising out of or resulting from, either directly or indirectly:
- A. the type or kind covered by the "insured organization's" financial institution bond or commercial crime policy, regardless of any deductible amount or Limit of Liability;
  - B. any actual or alleged fraudulent, dishonest or criminal act or omission by any "employee", whether acting alone or in collusion with any other person or entity;
  - C. indirect or consequential loss of any kind;
  - D. punitive, exemplary or multiplied damages of any kind or any fines, penalties or loss of any tax benefit;
  - E. the giving or surrendering of any "money" or "securities" in any exchange or purchase, whether fraudulent or not;
  - F. fees, costs or expenses incurred or paid by the "insured organization" in defending or prosecuting any legal proceeding or claim;
  - G. proving or establishing the existence of loss under this Policy;
  - H. the theft, disappearance, destruction of, or unauthorized access to, confidential information including, but not limited to, trade secrets, customer lists, and intellectual property;
  - I. any "fraudulent instruction" if the sender, or anyone acting in collusion with the sender, ever had access to the "insured organization's" password, PIN (personal identification number) or other security code;
  - J. any forged, altered or fraudulent negotiable instruments, "securities", documents or instructions;
  - K. any actual or alleged use of credit, debit, charge, access, convenience or other cards or the information contained on such cards;
  - L. damages of any type for which the "insured organization" is legally liable, except for direct compensatory damages arising directly from "funds transfer fraud"; or
  - M. costs or expenses incurred by a customer or client of the "insured organization".

#### **SECTION V — LIMIT OF LIABILITY AND COVERAGE**

1. The Policy Aggregate Limit of Liability set forth in the Declarations is our combined total Limit of Liability for all "damages", "penalties", "PCI fines, expenses and costs", "cyber extortion loss", "data protection loss", "business interruption loss" and "claims expenses" and loss under **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction** and **10. Electronic Crime** payable under this Policy.
2. The Information Security and Privacy Liability Aggregate Limit stated in the Declarations is the aggregate Limit of Liability payable under **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability.
3. The Regulatory Defense and Penalties Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 3. Regulatory Defense and Penalties** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability.



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4. The Website Media Content Liability Aggregate Limit stated in the Declarations is the aggregate limit of liability payable under **SECTION I — INSURING AGREEMENTS, 4. Website Media Content Liability** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability.
5. The PCI Fines, Expenses and Costs Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 5. PCI Fines, Expenses and Costs** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability.
6. The Cyber Extortion Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 6. Cyber Extortion** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability. Multiple related or continuing "extortion threats" shall be considered a single "extortion threat" for purposes of this Policy and shall be deemed to have occurred at the time of the first such "extortion threat". Prior to the payment of any "extortion payment", the "insured organization" shall make every reasonable effort to determine that the "extortion threat" is not a hoax, or otherwise not credible. The "insured organization" shall take all steps reasonable and practical to avoid or limit the payment of an "extortion payment".
7. The First Party Data Protection Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 7. First Party Data Protection** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability. A "data protection loss" will be deemed to occur at the time such alteration, corruption, destruction, deletion of damage to or inability to access a "data asset" is first discovered by the "insured". All "data protection loss" that arises out of the same or a continuing "security breach", from related or repeated "security breaches", or from multiple "security breaches" resulting from a failure of "computer security" shall be deemed to be a single "data protection loss".
8. The First Party Network Business Interruption Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 8. First Party Network Business Interruption** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability. All "business interruption loss" resulting from multiple covered interruptions of "computer systems" that arise out of the same or a continuing "security breach", from related or repeated "security breaches", or from multiple "security breaches" resulting from a failure of "computer security" shall be deemed to be a single "business interruption loss"; provided, however, that a separate "waiting period" shall apply to each "period of restoration".
9. The Fraudulent Instruction Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability. All losses arising out of or resulting from the same "fraudulent instruction", multiple or series of "fraudulent instructions" purporting to be from the same "vendor", "client" or "authorized employee" or related "vendors", "clients" or "authorized employees", or multiple or a series of "fraudulent instructions" from the same third party or related "third parties" shall be deemed to be each a single loss under this Policy subject to the "retention".
10. The Electronic Crime Aggregate Sublimit stated in the Declarations is the aggregate sublimit of liability payable under **SECTION I — INSURING AGREEMENTS, 10. Electronic Crime** of this Policy and is part of and not in addition to the Policy Aggregate Limit of Liability.
11. Neither the inclusion of more than one insured under this Policy, nor the making of "claims" by more than one person or entity shall increase the applicable Aggregate Limit, Aggregate Sublimit or Policy Aggregate Limit of Liability.
12. We shall not be obligated to pay any "damages", "penalties", "PCI Fines, Expenses and Costs", "cyber extortion loss", "data protection loss", "business interruption loss" or "claims expenses", or loss under **Section I — Insuring Agreements, 9. Fraudulent Instruction** and **10. Electronic Crime**, or to undertake or continue defense of any suit or proceeding after the Policy Aggregate Limit of Liability has been exhausted by payment of "damages", "penalties", "PCI Fines, Expenses and Costs", "cyber extortion loss", "data protection loss", "business interruption loss", "claims expenses", or loss under **Section I — Insuring Agreements, 9. Fraudulent Instruction** and **10. Electronic Crime**, or after deposit of the Policy Aggregate Limit of Liability in a court of competent jurisdiction. Upon such payment, we shall have the right to withdraw from further defense of any "claim" under this Policy by tendering control of said defense to the insured.
13. The Notified Individuals Aggregate Limit stated in the Declarations is the maximum total number of "notified individuals" to whom notification will be provided or attempted for all incidents or series of related incidents giving rise to an obligation to provide "notification services", "call center services" or "breach resolution and mitigation services".

14. The Aggregate Limit of Coverage stated for "computer expert services", "legal services" and "public relations and crisis management expenses" in the Declarations is the aggregate limit of coverage for all "computer expert services", "legal services" and "public relations and crisis management expenses" combined. This is a separate limit, apart from and in addition to the Policy Aggregate Limit of Liability.
15. If the total number of notifications made pursuant to Paragraph D. of **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services** aggregates to more than the Notified Individuals Aggregate Limit stated in the Declarations, the "insured organization" will be responsible for paying for privacy breach response services with respect to any excess notification, and such costs will not be covered under this Policy. If an incident involves notifications made pursuant to Paragraph C. of **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services** both within the Notified Individuals Aggregate Limit stated in the Declarations and in excess of such limit, all excess notifications will be provided by the same service provider that provides "notification services" covered under this Policy, and the costs will be allocated between us and the "insured organization" pro rata based on the number of covered and non-covered notifications.
16. To the extent privacy breach response services costs are covered pursuant to a "claim" as described in Paragraph 6.D. of **SECTION XI — DEFINITIONS**, such "costs" shall be covered solely under **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**.

#### **SECTION VI — RETENTION**

1. The retention amounts set forth in the Declarations apply separately to each incident, event or related incidents or events giving rise to a "claim". The retention shall be satisfied by monetary payments up to the retention amounts set forth in the Declarations by the "named insured" of "damages", "claims expenses", "penalties" or "PCI Fines, Expenses and Costs".
2. "Notification services", "call center services" and "breach resolution and mitigation services" will only be provided for each incident, event or related incidents or events, requiring notification to at least the number of individuals in the "notified individuals" threshold amount set forth in the Declarations. For incidents involving notification to fewer individuals, there shall be no coverage for any such services.
3. For all "computer expert services", "legal services" and "public relations and crisis management expenses", the retention amount set forth in the Declarations applies separately to each incident, event or related incidents or events, giving rise to an obligation to provide such services; and the applicable retention stated in the Declarations shall be satisfied by monetary payments by the "named insured" for such services.
4. With respect to **SECTION I — INSURING AGREEMENTS, 6. Cyber Extortion**, the retention set forth in the Declarations applies separately to each "extortion threat". The retention shall be satisfied by monetary payments by the "named insured" of covered "cyber extortion loss".
5. With respect to **SECTION I — INSURING AGREEMENTS, 7. First Party Data Protection**, the retention set forth in the Declarations applies separately to each "security breach". The retention shall be satisfied by monetary payments by the "named insured" of covered "data protection loss".
6. With respect to **SECTION I — INSURING AGREEMENTS, 8. First Party Network Business Interruption**, the retention set forth in the Declarations applies separately to each "security breach". The retention shall be satisfied by covered "business interruption loss" retained by the "insured organization". The retention applicable to **SECTION I — INSURING AGREEMENTS, 8. First Party Network Business Interruption** shall be reduced on a dollar-for-dollar basis by the amount of "income loss" that was sustained by the "insured organization" during the "waiting period".
7. With respect to **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction** and **10. Electronic Crime**, the "retention" amount set forth in the Declarations applies separately to each incident, event, or related incidents or events, giving rise to an obligation to pay loss under these insuring agreements.
8. In the event that any "damages", "claims expenses", "penalties" or "PCI Fines, Expenses and Costs" arising out of a "claim" are subject to more than one retention, the applicable retention amount shall apply to such "damages", "claims expenses", "penalties" or "PCI Fines, Expenses and Costs", provided, that the sum of such retention amounts shall not exceed the largest applicable retention amount.
9. In the event that "cyber extortion loss", "data protection loss" or "business interruption loss" arising out of a single incident are subject to more than one retention, the applicable retention amounts shall apply to such "cyber extortion loss", "data protection loss" or "business interruption loss", provided that the sum of such retention amounts shall not exceed the largest applicable retention amount.



10. Satisfaction of the applicable retention is a condition precedent to the payment by us of any amounts or providing of any services hereunder, and we shall be liable only for the amounts in excess of such retention subject to our total liability not exceeding the Policy Aggregate Limit of Liability or Aggregate Limits of Coverage for "privacy breach response services" set forth in the Declarations. The "named insured" shall make direct payments within the retention to appropriate other parties designated by us.

#### **SECTION VII — EXTENDED REPORTING PERIODS**

1. This provision applies only to **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability, 3. Regulatory Defense and Penalties, 4. Website Media Content Liability and 5. PCI Fines, Expenses and Costs.**

2. We will provide an extended reporting period, as described below, if:

- A. This policy is cancelled or not renewed for any reason except for the non-payment of premium ; or
- B. We renew or replace this policy with insurance that has a retroactive date later than the date shown in the Declarations of this policy.

3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the "policy period" and lasts for sixty (60) days.

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims".

4. A Supplemental Extended Reporting Period option of one (1) year is available, but only by an endorsement and for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, as described in Paragraph 3. above, ends.

You must give us a written request for the endorsement within 60 days after the end of the "policy period". The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

The additional premium for the Supplemental Extended Reporting Period shall be one hundred percent (100%) of the current term's annual premium.

This Supplemental Extended Reporting Period endorsement shall set forth the terms, not inconsistent with this Section, applicable to the Supplemental Extended Reporting Period, including a provision to the effect that the insurance afforded for "claims" first received during such period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

5. Extended Reporting Periods do not extend the "policy period" or change the scope of coverage provided. They apply only to "claims" arising out of any act, error or omission committed on or after the retroactive date, if any, shown in the Declarations and before the end of the "policy period".

"Claims" for such injury or damage which are first received and recorded during the Basic Extended Reporting Period (or during the Supplemental Extended Reporting Period, if it is in effect) will be deemed to have been made on the last day of the "policy period".

6. The limit of liability for the extended reporting periods shall be part of, and not in addition to, the applicable Policy Aggregate Limit of Liability for the "policy period". The extended reporting periods do not in any way increase the Policy Aggregate Limit of Liability or any sublimit of liability.

7. At the commencement of the Supplemental Extended Reporting Period the entire premium shall be deemed earned, and in the event the "named insured" terminates the Supplemental Extended Reporting Period for any reason prior to its natural expiration, we will not be liable to return any premium paid for the Supplemental Extended Reporting Period.

#### **SECTION VIII — NOTICE AND DUTIES IN THE EVENT OF A CLAIM, LOSS OR CIRCUMSTANCE THAT MIGHT LEAD TO A CLAIM**

1. With respect to **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability, 3. Regulatory Defense and Penalties, 4. Website Media Content Liability and 5. PCI Fines, Expenses and Costs:**

- A. If any "claim" is made against the insured, the "named insured" shall forward as soon as practicable to us written notice of such "claim" by facsimile, email or express or certified mail, together with every demand, notice, summons or other process received by the insured or the insured's representative. In no event shall we be given notice of a "claim" later than the end of the "policy period" or any applicable extended reporting period.

- B. If, during the "policy period", the "named insured" becomes aware of any circumstance that could reasonably be the basis for a "claim", it may give written notice to us in the form of a facsimile, email or express or certified mail as soon as practicable during the "policy period". Such notice must include:
- i. the specific details of the act, error, omission, or "security breach" that could reasonably be the basis for a "claim";
  - ii. the injury or damage which may result or has resulted from the circumstance; and
  - iii. the facts by which the insured first became aware of the act, error, omission or "security breach".

Any subsequent "claim" made against the insured arising out of such circumstance which is the subject of the written notice will be deemed to have been made at the time written notice complying with the above requirements was first given to us.

- C. A "claim" or legal obligation under Paragraph A. of this section shall be considered to be reported to us when written notice is first received by us in the form of a facsimile, email or express or certified mail of the "claim" or legal obligation, or of an act, error, or omission, which could reasonably be expected to give rise to a "claim" if provided in compliance with this paragraph.
- D. In the event coverage is renewed by us and privacy breach response services are provided because of such incident or suspected incident that was discovered by the "insured" prior to the expiration of this coverage, and first reported during the "policy period" or any applicable extended reporting period, then any subsequent "claim" arising out of such incident or suspected incident is deemed to have been made during this "policy period".

**2. With respect to SECTION I — INSURING AGREEMENT, 2. Privacy Breach Response Services and 6. Cyber Extortion:**

- A. If any incident, or reasonably suspected incident, described in Paragraphs A. or B. of SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability occurs, or in the event of an "extortion threat" under SECTION I — INSURING AGREEMENTS, 6. CYBER EXTORTION, the "named insured" must report such incident, or reasonably suspected incident, to us in writing by facsimile, email or express or certified mail as soon as practicable during the "policy period" after discovery by the insured. In no event shall we be given notice of such incident later than the end of the "policy period" or sixty (60) days after the expiration date of the "policy period".

**3. With respect to SECTION I — INSURING AGREEMENT, 7. First Party Data Protection and 8. First Party Network Business Interruption:**

**A. Notice of "Data Protection Loss" or "Business Interruption Loss"**

- i. With respect to SECTION I — INSURING AGREEMENT, 7. First Party Data Protection, the "named insured" must forward written notice by facsimile, email or express or certified mail immediately upon discovery of alteration, corruption, destruction, deletion or damage to or inability to access a "data asset" to which this Policy applies. In no event shall we be given notice of "data protection loss" later than the end of the "policy period" or sixty (60) days after the expiration date of the "policy period".
- ii. With respect to SECTION I — INSURING AGREEMENT, 8. First Party Network Business Interruption, the "named insured" must forward written notice by facsimile, email or express or certified mail immediately upon discovery of the interruption or suspension of "computer systems" to which this Policy applies. In no event shall we be given notice of "business interruption loss" later than the end of the "policy period" or sixty (60) days after the expiration date of the "policy period".

**B. Proof of Loss and Appraisal**

- i. Before coverage will apply, the "named insured" must prepare and submit to us a written and detailed proof of loss sworn by an officer of the "named insured" within ninety (90) days after the insured discovers a "data protection loss" or the "insured organization" sustains a "business interruption loss", as applicable, but in no event later than six (6) months following the end of the "policy period" (unless such period has been extended by our written consent). Such proof of loss shall include a narrative with full particulars of such "data protection loss" or "business interruption loss", including, the time, place and cause of the "data protection loss" or "business interruption loss", a detailed calculation of any "data protection loss" or "business interruption loss", the "insured organization's" interest and the interest of all others in the property, the sound value thereof and the amount of "data protection loss" or "business interruption loss" or damage thereto and all other insurance thereon.

- ii. The "named insured" must, upon our request, submit to an examination under oath and provide copies of the underlying documents, data and materials that reasonably relate to or are part of the basis of the claim for such "data protection loss" or "business interruption loss". The costs and expenses of preparing and submitting a proof of loss, and establishing or proving "data protection loss", "business interruption loss" or any other "loss" under this Policy shall be the insured's obligation.
- iii. If we do not agree with the "named insured" on the amount of a "data protection loss" or a "business interruption loss", each party shall select and pay a qualified and disinterested appraiser or other qualified expert (the "Appraiser(s)") to state the amount of the loss or reasonable expenses, and the Appraisers shall choose an umpire. If the Appraisers cannot agree on an umpire, the "named insured" or we may request a judge of a court having jurisdiction to make the selection. Each Appraiser shall submit their loss estimate to the umpire, and agreement by the umpire and at least one of the Appraisers as to the amount of a "data protection loss" or "business interruption loss" shall be binding on all "insureds" and us. The "named insured" and we will equally share the costs of the umpire and any other costs other than the cost of the Appraisers. This provision shall govern only appraisal under this section and shall not control the determination of whether such "data protection loss" or "business interruption loss" is otherwise covered by this Policy. We retain and do not waive our right to deny coverage or to enforce any obligation under this Policy.

4. With respect to **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction** and **10. Electronic Crime**:

- A. If the "named insured" sustains any loss of "monies" or "securities" as described in **SECTION I — INSURING AGREEMENT, 9. Fraudulent Instruction** or **10. Electronic Crime**, the insured must report such loss to us in writing by facsimile, email or express or certified mail as soon as practicable during the "policy period" after discovery by the insured. In no event shall we be given notice of such loss later than sixty (60) days after the expiration date of the "policy period".
- B. Before coverage under **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction** or **10. Electronic Crime** will apply, the "named insured" must prepare and submit to us a proof of loss, duly sworn to, within sixty (60) days after the insured discovered such loss. Such proof of loss shall include any available documentation of fraudulent written, electronic or telephone instructions, documentation of verification via a method other than the original means of the request, the amount of loss incurred, and all other insurance available to the insured in connection with such loss.

## SECTION IX — OTHER INSURANCE

The coverage under this Policy shall apply in excess of any other valid and collectible insurance available to any insured, including any self-insured retention or deductible portion thereof, unless such other insurance is written only as specific excess insurance over the Policy Aggregate Limit of Liability or any other applicable limit of liability or coverage of this Policy.

## SECTION X — SUBROGATION

If any payment is made under this Policy and there is available to us any of the insured's rights of recovery against any other party, then we shall maintain all such rights of recovery. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after an incident or event giving rise to a "claim" or "loss" to prejudice such rights. Any recoveries shall be applied first to subrogation expenses, second to "loss" paid by us and lastly to the retention. Any additional amounts recovered shall be paid to the "named insured".

## SECTION XI — DEFINITIONS

1. "Authorized employee" means an employee who is authorized by the insured to transfer "money" or "securities" or to instruct other employees to transfer "money" or "securities".
2. "Breach notice law" means any federal, state, local or foreign statute or regulation that requires notice to persons whose "personally identifiable information" was accessed or reasonably may have been accessed by an unauthorized person.
3. "Breach resolution and mitigation services" means a credit monitoring, identity monitoring or other solution offered to "notified individuals". The product offered to "notified individuals" will be selected from our panel by us in consultation with the "insured organization".



4. "Business interruption loss" means the actual "income loss", "forensic expenses" and "extra expense" incurred during the "period of restoration". "Business interruption loss" shall not include:
  - A. "loss" arising out of any liability to any third party for whatever reason; legal costs or legal expenses of any type; "loss" incurred as a result of unfavorable business conditions, loss of market or any other consequential loss; or costs or expenses the "insured organization" incurs to identify or remove software program errors or vulnerabilities; or
  - B. expenses incurred by the insured to update, upgrade, enhance or replace "computer systems" to a level beyond that which existed prior to the actual and necessary interruption of "computer systems"; or the costs and expenses incurred by the "insured organization" to restore, reproduce or regain access to any "data asset" that was altered, corrupted, destroyed, deleted, damaged or rendered inaccessible as a result of the failure of "computer security" to prevent a "security breach".
5. "Call center services" means the provision of a call center to answer calls during standard business hours for a period of ninety (90) days following notification (or longer if required by applicable law or regulation) of an incident for which notice is provided pursuant to Paragraph D. of **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services**. "Call center services" will be provided by a service provider from our panel selected by us in consultation with the "insured organization".
6. "Claim" means:
  - A. a written demand received by any insured for money or services;
  - B. with respect to coverage provided under **SECTION I — INSURING AGREEMENTS, 3. Regulatory Defense and Penalties** only, institution of a "regulatory proceeding" against any insured;
  - C. a written request or agreement to toll or waive a statute of limitations relating to a potential "claim" described in Paragraph A. above; and
  - D. with respect to coverage provided under Paragraph a. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** only, a demand received by any insured to fulfill the "insured organization's" contractual obligation to provide notice of an incident, or reasonably suspected incident, described in Paragraph A. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** pursuant to a "breach notice law".

Multiple "claims" arising from the same or a series of related or repeated acts, errors, or omissions, or from any continuing acts, errors, omissions, or from multiple "security breaches" arising from a failure of "computer security" shall be considered a single "claim" for the purposes of this Policy, irrespective of the number of claimants or "insureds" involved in the "claim". All such "claims" shall be deemed to have been made at the time of the first such "claim".

7. "Claims expenses" means:
  - A. reasonable and necessary fees charged by an attorney designated pursuant to Paragraph 1. of **SECTION II — DEFENSE AND SETTLEMENT OF CLAIMS**;
  - B. all other legal costs and expenses resulting from the investigation, adjustment, defense and appeal of a "claim", suit, or proceeding arising in connection therewith, or circumstance which might lead to a "claim" if incurred by us or the insured with our prior written consent;
  - C. the premium cost for appeal bonds for covered judgments or bonds to release property used to secure a legal obligation, if required in any "claim" against an "insured" provided that we shall have no obligation to appeal or to obtain bonds.

"Claims expenses" do not include any salary, overhead, or other charges by the insured for any time spent cooperating with the defense and investigation of any "claim", or circumstance that might lead to a "claim", under this Policy, or costs to comply with any regulatory orders, settlements or judgments.

8. "Client" means a customer of the "named insured" to whom the insured provides goods or services under a written contract or for a fee.
9. "Computer expert services" means costs for:
  - A. a computer security expert to determine the existence and cause of an actual or suspected electronic data breach which may require the "insured organization" to comply with a "breach notice law" and to determine the extent to which such information was accessed by an unauthorized person or persons; and if such breach is actively in progress on the "insured organization's" "computer systems", to assist in containing the existing intrusion on such systems from accessing "personally identifiable information"; and

B. a Payment Card Industry (PCI) Forensic Investigator that is approved by the PCI Security Standards Council and is retained by the "insured organization" in order to comply with the terms of a "merchant services agreement" to investigate the existence and extent of an actual or suspected compromise of credit card data; and, in our discretion, where a computer security expert described in Paragraph a. above has not been retained, for a computer security expert to provide advice and oversight in connection with the investigation conducted by the PCI Forensic Investigator; and

C. a computer security expert to demonstrate the insured's ability to prevent a future electronic data breach as required by a "merchant services agreement".

"Computer expert services" will be provided by a service provider from our panel selected by us in consultation with the "insured organization".

10. "Computer security" means software, computer or network hardware devices, as well as the "insured organization's" information security policies and procedures, the function or purpose of which is to prevent "unauthorized access or use", a "denial of service attack" against "computer systems", infection of "computer systems" by "malicious code" or transmission of "malicious code" from "computer systems". "Computer security" includes anti-virus and intrusion detection software, firewalls and electronic systems that provide access control to "computer systems" through the use of passwords, biometric or similar identification of authorized users.

11. "Computer systems" means computers, any software residing on such computers, and associated input and output devices, data storage devices, networking equipment, and back up facilities:

A. operated by and either owned by or leased to the "insured organization", or

B. with respect to **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability, 2. Privacy Breach Response Services, 3. Regulatory Defense and Penalties, 4. Website Media Content Liability and 5. PCI Fines, Expenses and Costs** only, systems operated by a third party service provider and used for the purpose of providing hosted computer application services, including cloud services, to the "insured organization" or for processing, maintaining, hosting or storing the "insured organization's" electronic data, pursuant to written contract with the "insured organization" for such services.

12. "Control group" means any principal, partner, corporate officer, director, "manager", general counsel (or most senior legal counsel) or risk manager of the "insured organization" and any individual in a substantially similar position.

13. "Cyber extortion loss" means:

A. any "extortion payment" that has been made under duress by or on behalf of the "insured organization", with our prior written consent, but solely for the purpose of preventing or terminating an "extortion threat";

B. reasonable and necessary expenses incurred by the "insured organization", with our prior written approval, that directly relate to the insured's efforts to prevent or terminate an "extortion threat".

14. "Damages" means a monetary judgment, award or settlement. The term "damages" shall not include or mean:

A. future profits, restitution, disgorgement of unjust enrichment or profits by an insured, or the costs of complying with orders granting injunctive or equitable relief;

B. return or offset of fees, charges, or commissions charged by or owed to an insured for goods or services already provided or contracted to be provided;

C. taxes or loss of tax benefits;

D. fines, sanctions or penalties;

E. punitive or exemplary damages, or any damages which are a multiple of compensatory damages, unless insurable by law in any applicable venue that most favors coverage for such punitive, exemplary or multiple damages;

F. discounts, coupons, prizes, awards or other incentives offered to the insured's customers or clients;

G. liquidated damages, but only to the extent that such damages exceed the amount for which the insured would have been liable in the absence of such liquidated damages agreement;

H. any amounts for which the insured is not liable, or for which there is no legal recourse against the insured; or

I. "claims expenses".



15. "Data asset" means any software or electronic data that exists in computer systems and that is subject to regular back up procedures.
16. "Data protection loss" means the reasonable and necessary costs and expenses incurred by the "insured organization" to regain access to, replace, restore, reassemble or recollect any "data asset", or if any "data asset" cannot reasonably be accessed, replaced, restored, reassembled or recollect, then the actual reasonable and necessary costs and expenses incurred by the "insured organization" to reach this determination. "Data protection loss" shall not mean, and there shall be no coverage for:
- A. costs or expenses incurred by the "insured organization" to identify or remediate software program errors or vulnerabilities or update, replace, restore, assemble, reproduce, recollect or enhance a "data asset" or "computer systems" to a level beyond that which existed prior to the alteration, corruption, destruction, deletion or damage of such "data asset";
  - B. costs or expenses to research or develop any "data asset", including but not limited to trade secrets or other proprietary information;
  - C. the monetary value of profits, royalties or lost market share related to a "data asset", including but not limited to trade secrets or other proprietary information or any other amount pertaining to the value of the "data asset";
  - D. loss arising out of any liability to any third party for whatever reason; or
  - E. legal costs or legal expenses of any type.
17. "Denial of service attack" means a cyber-attack where the perpetrator seeks to make a machine or network resource unavailable to its intended users.
18. "Digital currency" means a type of digital currency that:
- A. requires cryptographic techniques to regulate the generation of units of currency and verify the transfer thereof;
  - B. is both stored and transferred electronically; and
  - C. operates independently of a central bank or other central authority.
19. "Employee" means:
- A. a natural person:
    - i. while in the regular service of the "insured organization" in the ordinary course of its business;
    - ii. whom the Insured has the right to direct and control while performing labor or service for the "insured organization"; and
    - iii. who is compensated directly by the "insured organization" through salary, wages or commissions;
  - B. a natural person who is directed and controlled by the "insured organization" while performing labor or service for the "insured organization" pursuant to a lease or other written contract to which the "insured organization" is a party;
  - C. a natural person volunteer who is directed and controlled by the "insured organization" while performing labor or service for the "insured organization";
  - D. a natural person who is a director, trustee, officer, administrator, manager or partner of the "insured organization", when performing acts coming within the scope of the usual duties of a director, trustee, officer, administrator, manager or partner; or
  - E. a natural person who is:
    - i. a trustee, officer, employee, administrator, fiduciary or manager of any Employee Welfare or Pension Benefit Plan, as defined in the Employee Retirement Income Security Act of 1974 and any amendments thereto ("ERISA"), which is or becomes solely sponsored by the "Insured Organization"; or
    - ii. required to be bonded by Title 1 of ERISA.
20. "Extortion payment" means cash, "digital currency", marketable goods or services demanded to prevent or terminate an "extortion threat". If an "extortion payment" is made by or on behalf of the "insured organization" in "digital currency", payment by us shall be made in United States of America Dollars equal to the US Dollar-value of the "digital currency" at the time the "extortion payment" is made. For purposes of this paragraph, an "extortion payment" using "digital currency" shall be considered made at the time that such "digital currency" is first recorded in a public ledger of transactions for such "digital currency".

21. "Extortion threat" means a threat to:
- A. alter, destroy, damage, delete or corrupt any "data asset";
  - B. prevent access to "computer systems" or a "data asset";
  - C. perpetrate a theft or misuse of a "data asset" on "computer systems" through external access;
  - D. introduce "malicious code" into "computer systems" or to third party computer systems from "computer systems"; or
  - E. publicly disclose a "data asset", "personally identifiable information" or "third party information" that is obtained by "unauthorized access or use" to the "insured organization's" "computer systems";
- unless an "extortion payment" is received from or on behalf of the "insured organization".
22. "Extra expense" means reasonable and necessary expenses that are incurred by the "insured organization" during the "period of restoration" to minimize, reduce or avoid an "income loss", over and above those expenses the "insured organization" would have incurred had no interruption of "computer systems" occurred.
23. "Financial Institution" means:
- A. a bank, credit union, saving and loan association, trust company or other licensed financial service where the "insured organization" maintains a "transfer account"; or
  - B. a securities broker-dealer, mutual fund, liquid assets fund or similar investment company where the "insured organization" maintains a "transfer account".
24. "Forensic expenses" means reasonable and necessary expenses incurred by the "insured organization" to investigate the source or cause of the failure of "computer security" to prevent a "security breach".
25. "Fraudulent Instructions" means a fraudulent written instruction, electronic instruction (including email or web-based instruction) or telephone instruction provided by a person purporting to be a "vendor", "client", or an "authorized employee", that is intended to mislead an Insured through the misrepresentation of a material fact that is relied upon in good faith by such Insured.
26. "Funds Transfer Fraud" means fraudulent written, electronic, telegraphic, cable, teletype or telephone instructions by a "third party" issued to a "financial institution" directing such institution to transfer, pay or deliver "money" or "securities" from any account maintained by the "insured organization" at such institution, without the "insured organization's" knowledge or consent.
27. "Income loss" means an amount equal to:
- A. the net profit or loss before interest and tax that the "insured organization" would have earned or incurred; and
  - B. continuing normal operating expenses incurred by the "insured organization" (including payroll), but only to the extent that such operating expenses must necessarily continue during the "period of restoration" and such expenses would have been incurred by the "insured organization" had such interruption not occurred.
- In determining "income loss", due consideration shall be given to:
- A. the prior experience of the "insured organization's" business operations before the beginning of the "period of restoration";
  - B. the probable business operations the "insured organization" could have performed had no actual and necessary interruption occurred as result of a failure of "computer security" to prevent a "security breach"; and
  - C. the "insured organization's" ability to reasonably reduce or limit the interruption of "computer systems" or conduct its business operations by other means.
28. "Insured organization" means the "named insured" and/or any "subsidiaries" of the "named insured".
29. "Legal services" means fees charged by an attorney:
- A. to determine the applicability of and actions necessary for the "insured organization" to comply with "breach notice laws" due to an actual or reasonably suspected theft, loss or "unauthorized disclosure" of "personally identifiable information";
  - B. to provide necessary legal advice to the "insured organization" in responding to actual or suspected theft, loss or "unauthorized disclosure" of "personally identifiable information";

- C. to advise the "insured organization" regarding the notification of relevant governmental entities of an actual or reasonably suspected theft, loss or "unauthorized disclosure" of "personally identifiable information"; and
- D. to advise the "insured organization" in responding to credit card system operating regulation requirements for any actual or suspected compromise of credit card data that is required to be reported to the "insured organization's" merchant bank under the terms of a "merchant services agreement"; however, "legal services" do not include fees incurred in any actual or threatened legal proceeding, arbitration or mediation, or any advice in responding to credit card system operating regulation in connection with an assessment of "PCI fines, expenses, and costs".

"Legal services" will be provided in accordance with the terms and conditions set forth in this Policy and will be provided by an attorney from our panel selected by us in consultation with the "insured organization".

30. "Loss" means:

- A. "damages";
- B. "claims expenses";
- C. privacy breach response services;
- D. "PCI fines, expenses and costs";
- E. "cyber extortion loss";
- F. "data protection loss";
- G. "business interruption loss";
- H. "penalties";
- I. loss covered under **SECTION I — INSURING AGREEMENTS, 9. Fraudulent Instruction;**
- J. loss covered under **SECTION I — INSURING AGREEMENTS, 10. Electronic Crime.**

31. "Malicious code" means any virus, Trojan horse, worm or any other similar software program, code or script intentionally designed to insert itself into computer memory or onto a computer disk and spread itself from one computer to another.

32. "Management control" means:

- A. owning, directly or indirectly, more than fifty percent (50%) of the outstanding securities, representing the present right to vote for the election of an entity's directors, members of the board of managers, management committee members or persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States of America; or
- B. having the right, pursuant to a written contract or bylaws, charter, operating agreement or similar documents of an entity to elect, appoint or designate a majority of:
  - i. the Board of Directors of a corporation;
  - ii. the Management Committee of a joint venture or partnership;
  - iii. the Management Board of a limited liability company; or
  - iv. persons serving in a functionally equivalent role for such an entity operating or organized outside of the United States of America.

33. "Manager" means manager of a limited liability company.

34. "Media material" means any information in electronic form, including words, sounds, numbers, images, or graphics and shall include advertising, video, streaming content, web-casting, online forums, bulletin boards and chat room content, but does not mean computer software or the actual goods, products or services described, illustrated or displayed in such "media material".

35. "Merchant services agreement" means any agreement between an insured and a financial institution, credit/debit company, credit/debit card processor or independent service operator enabling an insured to accept credit card, debit card, prepaid card, or other payment cards for payments or donations.

36. "Money" means:

- A. currency, coins or bank notes in current use and having a face value; and
- B. traveler's checks, register checks or money orders held for sale to the public.

37. "Named insured" means the individual, partnership, entity or corporation designated as such in the Declarations of the Policy.

## 38. "Notification services" means:

- A. notification by first class mail or e-mail to United States of America, Canadian or Mexican residents; and
- B. notification by first class mail or e-mail to individuals residing outside the United States of America, Canada or Mexico, but only to the extent reasonably practicable.

"Notification services" will be provided by a service provider from our panel selected by us in consultation with the "insured organization".

39. "Notified individual" means an individual person to whom notice is given or attempted to be given under Paragraph D. of **SECTION I — INSURING AGREEMENTS, 2. Privacy Breach Response Services** pursuant to a "breach notice law".

## 40. "Out-of-Band Authentication" means a method of challenge and response to the requestor of a transfer, payment or delivery of "money" or "securities" by an Insured, via a method other than the original means of request, to verify the authenticity or validity of the request.

41. "PCI fines, expenses and costs" means the direct monetary fines, penalties, reimbursements, fraud recoveries or assessments owed by the "insured organization" under the terms of a "merchant services agreement", but only where such fines, penalties, reimbursements, fraud recoveries or assessments result both from the "insured organization's" actual or alleged noncompliance with published Payment Card Industry (PCI) Data Security Standards and from a data breach caused by an incident, or reasonably suspected incident, described in Paragraphs A. and B. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**; provided, that the term "PCI fines, expenses and costs" shall not include or mean any charge backs, interchange fees, discount fees or prospective service fees.

## 42. "Penalties" means:

- A. any civil fine or punitive sum of money payable to a governmental entity that was imposed in a "regulatory proceeding" by any federal, state, local or foreign governmental entity, in such entity's regulatory or official capacity; the insurability of "penalties" shall be in accordance with the law in the applicable venue that most favors coverage for such "penalties"; and
- B. amounts which the insured is legally obligated to deposit in a fund as equitable relief for the payment of consumer claims due to an adverse judgment or settlement of a "regulatory proceeding"; but shall not include payments to charitable organizations or disposition of such funds other than for payment of consumer claims for losses caused by an event covered pursuant to Paragraphs A., B., or C. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability**;
- C. "Penalties" do not mean:
  - i. costs to remediate or improve "computer systems";
  - ii. costs to establish, implement, maintain, improve or remediate security or privacy practices, procedures, programs or policies;
  - iii. audit, assessment, compliance or reporting costs; or
  - iv. costs to protect the confidentiality, integrity and/or security of "personally identifiable information" from theft, loss or disclosure.

## 43. "Period of restoration" means the time period that:

- A. begins after the expiration of the "waiting period" following the actual and necessary interruption of "computer systems" and
- B. ends one hundred twenty (120) days after the actual and necessary interruption of "computer systems" ends (or would have ended with the exercise of due diligence and dispatch);

provided that in no event shall the "period of restoration" mean a period of time greater than one hundred eighty (180) days; and provided further that restoration of "computer systems" will not end the "period of restoration" if such systems are actually and necessarily interrupted or suspended again within one hour of such restoration due to the same cause as the original interruption or suspension.

## 44. "Personally identifiable information" means:

- A. information concerning the individual that constitutes nonpublic personal information as defined in the Gramm-Leach Bliley Act of 1999, as amended, and regulations issued pursuant to this Act;
- B. medical or health care information concerning the individual, including protected health information as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations issued pursuant to this Act;



- C. information concerning the individual that is defined as private personal information under statutes enacted to protect such information in foreign countries, for "claims" subject to the law of such jurisdiction;
- D. information concerning the individual that is defined as private personal information under a "breach notice law";
- E. education records as defined by the Family Educational Rights and Privacy Act which are directly related to an individual's attendance as a student; or
- F. the individual's drivers' license or state identification number, social security number, unpublished telephone number, and credit, debit, or other financial account numbers in combination with associated security codes, access codes, passwords or PINs (personal identification numbers); if such information allows an individual to be uniquely and reliably identified or contacted or allows access to the individual's financial account or medical record information.

"Personally identifiable information" does not include publicly available information that is lawfully made available to the general public from government records.

- 45. "Policy period" means the period of time between the inception date and the effective date of termination of coverage and specifically excludes any extended reporting period or any prior policy period or renewal period.
- 46. "Privacy law" means a federal, state or foreign statute or regulation requiring the "insured organization" to protect the confidentiality and/or security of "personally identifiable information".
- 47. "Privacy policy" means the "insured organization's" public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to "personally identifiable information".
- 48. "Property" means tangible property other than "money" or "securities" that has intrinsic value.
- 49. "Public relations and crisis management expenses" shall mean the following costs, approved in advance by us, which are directly related to mitigating harm to the "insured organization's" reputation or potential "loss" covered by this Policy resulting from an incident described in Paragraphs A. and B. of **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** or from a "public relations event":
  - A. costs incurred by a public relations or crisis management consultant;
  - B. costs for media purchasing or for printing or mailing materials intended to inform the general public about the incident;
  - C. for incidents or events in which notifications services are not otherwise provided pursuant to **SECTION I — INSURING AGREEMENTS, 1. Information Security and Privacy Liability** and **2. Privacy Breach Response Services**, costs to provide notifications and notices via e-mail or first class mail to affected individuals where such notifications are not required by law (voluntary notifications), including non-affected customers or patients of the "insured organization";
  - D. costs to provide government mandated public notices related to breach events (including such notifications required under the Health Insurance Portability and Accountability Act of 1996 or the Health Information Technology for Economic and Clinical Health Act;
  - E. costs to provide services to restore healthcare records of "notified individuals" residing in the United States of America whose "personally identifiable information" was compromised as a result of theft, loss or "unauthorized disclosure"; and
  - F. other costs approved in advance by us.

"Public relations and crisis management expenses" must be incurred no later than twelve (12) months following the reporting of such "claim" or breach event to us and, with respect to paragraphs a. and b. above, within ninety (90) days following the first publication of such "claim" or incident. If voluntary notifications are provided, e-mail notification will be provided in lieu of first class mail to the extent practicable.

- 50. "Public relations event" means the publication or imminent publication in a newspaper (or other general circulation print publication) or on radio, television or a publically accessible website of a covered "claim" or incident under this Policy.
- 51. "Regulatory proceeding" means a request for information, civil investigative demand or civil proceeding commenced by service of a complaint or similar proceeding brought by or on behalf of any federal, state, local or foreign governmental entity in such entity's regulatory or official capacity in connection with such proceeding.



- 20000FS 2425408 222
52. "Related party" means the "insured organization" and any past, present or future employees, directors, officers, "managers", partners or natural person independent contractors of the "insured organization".
53. "Securities" mean negotiable and non-negotiable instruments or contracts representing either "money" or "property" and includes:
- A. tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
  - B. evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Insured.
54. "Security breach" means:
- A. "unauthorized access or use" of "computer systems", including "unauthorized access or use" resulting from the theft of a password from a "computer system" or from any insured;
  - B. A "denial of service attack" against "computer systems" or "computer systems" that are not owned, operated or controlled by an insured; or
  - C. infection of "computer systems" by "malicious code" or transmission of "malicious code" from "computer systems".
- A series of continuing "security breaches", related or repeated "security breaches", or multiple "security breaches" resulting from a continuing failure of "computer security" shall be considered a single "security breach" and be deemed to have occurred at the time of the first such "security breach".
55. "Subsidiary" means any corporation, limited liability company, joint venture or partnership while the "named insured" has "management control" over such entity, if the "named insured":
- A. had "management control" over such entity on the inception date of this Policy or such entity was an insured under a Policy issued by us of which this Policy is a renewal; or
  - B. acquires "management control" after the inception date of this Policy provided the revenues of the entity do not exceed fifteen percent (15%) of the "named insured's" annual revenues for the four quarterly periods directly preceding inception of the Policy;
- provided that this coverage only provides coverage for acts, errors, omissions, incidents or events that take place while the "named insured" has "management control" over such entity.
56. "Third Party" means any person or entity other than a "related party".
57. "Third party information" means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this Policy which is not available to the general public and is provided to the insured subject to a mutually executed written confidentiality agreement or which the "insured organization" is legally required to maintain in confidence; however, "third party information" shall not include "personally identifiable information".
58. "Transfer Account" means an account maintained by the "insured organization" at a "financial institution" from which the "insured organization" can initiate the transfer, payment or delivery of "money" or "securities".
59. "Unauthorized access or use" means the gaining of access to or use of "computer systems" by an unauthorized person or persons or the use of "computer systems" in an unauthorized manner.
60. "Unauthorized disclosure" means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the "insured organization" and is without knowledge of, consent, or acquiescence of any member of the "control group".
61. "Vendor" means any entity or natural person that provides goods or services to the insured pursuant to a written agreement.
62. "Waiting period" means the period of time beginning when the actual and necessary interruption of "computer systems" caused directly by a failure of "computer security" to prevent a "security breach" begins and expiring after the elapse of twelve (12) hours. A "waiting period" shall apply to each "period of restoration".

**SECTION XII — ASSISTANCE AND COOPERATION**

1. We shall have the right to make any investigation we deem necessary, and the insured shall cooperate with us in all investigations. The insured shall execute or cause to be executed all papers and render all assistance as is requested by us. The insured agrees not to take any action which in any way increases our exposure under this Policy.
2. Upon our request, the insured shall assist in making settlements, in the conduct of suits and in enforcing any right of contribution or indemnity against any person or organization who may be liable to the insured because of acts, errors or omissions, incidents or events with respect to which insurance is afforded under this Policy; and the insured shall attend hearings and trials and assist in securing and giving evidence and obtaining the attendance of witnesses.
3. The insured shall not admit liability, make any payment, assume any obligations, incur any expense, enter into any settlement, stipulate to any judgment or award or dispose of any "claim" without our written consent, except as specifically provided in **SECTION II — DEFENSE AND SETTLEMENT OF CLAIMS**. Compliance with a "breach notice law" will not be considered an admission of liability for purposes of this Clause.
4. Expenses incurred by the insured in assisting and cooperating with us do not constitute "claims expenses" under the Policy.

**SECTION XIII — ACTION AGAINST US**

No action shall lie against us or our representatives unless and until, as a condition precedent thereto, the insured shall have fully complied with all provisions, terms and conditions of this Policy and, with respect to **INSURING AGREEMENTS, 1. Information Security and Privacy Liability, 3. Regulatory Defense and Penalties, 4. Website Media Content Liability and 5. PCI Fines, Expenses and Costs**, the amount of the insured's obligation to pay shall have been finally determined either by judgment or award against the insured after trial, regulatory proceeding, arbitration or by written agreement of the insured, the claimant, and us.

No person or organization shall have the right under this Policy to join us as a party to an action or other proceeding against the insured to determine the insured's liability, nor shall we be impleaded by the insured or the insured's legal representative.

**SECTION XIV — ASSIGNMENT**

The interest hereunder of any insured is not assignable. If the insured shall die or be adjudged incompetent, such insurance shall cover the insured's legal representative as the insured as would be permitted under this Policy.

**SECTION XV — NAMED INSURED AS AGENT**

The "named insured" shall be considered the agent of all insureds, and shall act on behalf of all insureds with respect to the giving of or receipt of all notices pertaining to this Policy, the acceptance of any endorsements to this Policy, and the "named insured" shall be responsible for the payment of all premiums and Retentions.

**SECTION XVI — AUTHORIZATION**

By acceptance of this Policy, the insureds agree that the "named insured" will act on their behalf with respect to the giving and receiving of any notice provided for in this Policy, the payment of premiums and the receipt of any return premiums that may become due under this Policy, and the agreement to and acceptance of endorsements.

**SECTION XVII — VALUATION AND CURRENCY**

All premiums, limits, deductibles, "loss" and other amounts under this Policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated or another element of "loss" under this Policy is stated in a currency other than United States of America dollars or is paid in a currency other than United States of America dollars, payment under this Policy shall be made in United States of America dollars at the rate of exchange published in the Wall Street Journal on the date the judgment becomes final or payment of the settlement or other element of "damages", "penalties", or "PCI Fines, Expenses and Costs" is due or, with respect to "claims expenses", the date they are paid.

**SECTION XVIII — TERRITORY**

This Policy applies to "claims" made, acts committed, or "loss" occurring anywhere in the world.

**SECTION XIX — BANKRUPTCY**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Policy.

**GEORGIA CHANGES****CYBER LIABILITY AND DATA BREACH RESPONSE  
CB 70 02 12 19****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM**

- A. Paragraph 20.B. of SECTION IV — EXCLUSIONS** is deleted its entirety.
- B. Paragraph 26.D. of SECTION IV — EXCLUSIONS** is deleted and replaced by the following:
  - D. any fines, penalties or loss of any tax benefit;**
- C. SECTION IX — OTHER INSURANCE** is deleted and replaced by the following:

If there is other valid and collectible insurance that applies to this "claim," this insurance shall be shared with such other valid and collectible insurance. If all other insurance permits contribution by equal shares, such other insurer shall contribute equal amounts of the loss up to its policy's applicable limit of liability or until none of the loss remains, whichever comes first. If any other valid and collectible insurance does not permit contribution by equal shares, each insurer's share will be based on the ratio of its Limit of Liability to the limit of liability of insurance to all the insurers.

- D. Paragraph 14. of SECTION XI — DEFINITIONS,** is deleted in its entirety and replaced by the following:
  - 14. "Damages"** means a monetary judgment, award or settlement; provided that the term "damages" shall not include or mean:
    - A. Future profits, restitution, disgorgement of unjust enrichment or profits by an insured, or the costs of complying with orders granting injunctive or equitable relief;**
    - B. Return or offset of fees, charges, or commissions charged by or owed to an insured for goods or services already provided or contracted to be provided;**
    - C. Any damages which are a multiple of compensatory damages, fines, taxes or loss of tax benefits, sanctions or penalties;**
    - D. Discounts, coupons, prizes, awards or other incentives offered to the insured's customers or clients;**
    - E. Liquidated damages to the extent that such damages exceed the amount for which the insured would have been liable in the absence of such liquidated damages agreement;**
    - F. Except as set forth in SECTION I — INSURING AGREEMENT, Paragraph 5. PCI Fines, Expenses and Costs fines, costs or other amounts an insured is responsible to pay under a "Merchant Services Agreement"; or**
    - G. Any amounts for which the insured is not liable, or for which there is no legal recourse against the insured.**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the Policy other than as above stated.

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## ADDITIONAL INSURED — AUTOMATIC STATUS

CYBER LIABILITY AND DATA BREACH RESPONSE  
CB 79 08 06 20

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE FORM

In consideration of the premium charged for this Policy, it is hereby understood and agreed that:

**1. SECTION III — WHO IS AN INSURED**, is amended by the addition of the following:

- 8.** An "additional insured", but only as respects "claims" against such person or entity for acts, errors or omissions of the "insured organization".

**2. SECTION XI — DEFINITIONS**, is amended by the addition of the following:

"Additional insured" means any person or entity that the "insured organization" has agreed in writing to add as an "additional insured" under this Policy prior to the commission of any act for which such person or entity would be provided coverage under this Policy, but only to the extent the "insured organization" would have been liable and coverage would have been afforded under the terms and conditions of this Policy had such "claim" been made against the "insured organization".

**3. SECTION IV — EXCLUSIONS**, Paragraph 15. is amended by the addition of the following:

This exclusion will not apply to a "claim" made by an "additional insured".

All other terms and conditions of this Policy remain unchanged.

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# NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

CYBER LIABILITY AND DATA BREACH RESPONSE  
CB 80 01 12 19

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE PART

#### A. The insurance does not apply:

1. Under any Liability Coverage, to injury, sickness, disease, death or destruction:
  - A. with respect to which an insured under the Policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - B. resulting from the "hazardous properties" of "nuclear material" and with respect to which (i) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (ii) the insured is, or had this Policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the "hazardous properties" of "nuclear material", if:
  - A. the "nuclear material" (i) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (ii) has been discharged or dispersed therefrom;
  - B. the "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
  - C. the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion C. applies only to injury to or destruction of property at such "nuclear facility".

#### B. As used in this endorsement:

1. "Hazardous properties" include radioactive, toxic or explosive properties.
2. "Nuclear material" means "source material", "special nuclear material" or by-product material".
3. "Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".
5. "Waste" means any waste material (i) containing "by-product material" and (ii) resulting from the operation by any person or organization of any "nuclear facility" included under Paragraphs (i) and (ii) of the definition of "nuclear facility".

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6. "Nuclear facility" means:

- (i) any "nuclear reactor";
- (ii) any equipment or device designed or used for (a) separating the isotopes of uranium or plutonium, (b) processing or utilizing "spent fuel", or (c) handling, processing or packaging "waste";
- (iii) any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (iv) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

8. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

All other terms and conditions of this Policy remain unchanged.

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## **RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE - LIABILITY — DIRECT (U.S.A.)**

CYBER LIABILITY AND DATA BREACH RESPONSE  
CB 80 02 12 19

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE PART**

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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## **SANCTION LIMITATION AND EXCLUSION CLAUSE**

**CYBER LIABILITY AND DATA BREACH RESPONSE  
CB 80 03 12 19**

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE PART**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, law or regulations of the European Union, United Kingdom or United States of America.

All other terms and conditions of this Policy remain unchanged.

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SELECTIVE WAY INSURANCE COMPANY

Previous Policy Number  
S 2425406Policy Number  
S 2425406**BUSINESS AUTOMOBILE COVERAGE DECLARATION**

Policy Effective Date: September 30, 2024

Coverage Effective Date: SEPTEMBER 30, 2024

Business of Named Insured: CHURCH

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this Policy.

**ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS.**

This Policy provides only those coverages where a charge and limit, if applicable, are shown in the columns below. Each of the "auto"-related coverages will apply only to those "autos" shown as covered "autos." "Autos" are shown as covered "autos" for the applicable coverages by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the "auto"-related coverage.

THIS POLICY MAY BE SUBJECT TO FINAL AUDIT.

**Coverage Schedule**

Coverages	Covered Autos Symbols	Limit Or Deductible	Premium
Covered Autos Liability	1	Each "Accident" \$1,000,000 CSI	\$3,921.00
Personal Injury Protection (Or Equivalent No-fault Coverage)		Separately stated in Each P.I.P. Endorsement Minus Deductible	
Added Personal Injury Protection (Or Equivalent Added No-fault Coverage)		Separately stated in Each Added P.I.P. Endorsement	
Auto Medical Payments	2	Each Insured	\$516.00
Uninsured Motorists	2	See ITEM TWO For Covered "Autos" Insured On A Specified Car Basis \$1,000,000 CSI	\$304.00
Underinsured Motorists (When Not Included In Uninsured Motorists Coverage)			
Physical Damage - Comprehensive Coverage	7,8	Deductible shown on the Auto Schedule for Each Covered Auto. (A maximum deductible may also apply. Refer to Coverage Form for details.)	\$176.00
Physical Damage - Specified Causes Of Loss Coverage		Deductible shown on the Auto Schedule for Each Covered Auto. (A maximum deductible may also apply. Refer to Coverage Form for details.)	
Physical Damage - Collision Coverage	7,8	Deductible shown on the Auto Schedule for Each Covered Auto.	\$256.00
Physical Damage Towing and Labor Coverage		Limit For Each Disablement of a Private Passenger "Auto", Light or Medium Truck shown on the Auto Schedule for Each Covered Auto.	
Hired Auto and Non-Owned Auto Coverage			\$25.00
Premium for Endorsement			\$223.00

Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Total Premium

\$5,421.00

(This premium may be subject to adjustment.)

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20000FS 2425406 230

SELECTIVE WAY INSURANCE COMPANY

Previous Policy Number  
S 2425406Policy Number  
S 2425406**BUSINESS AUTOMOBILE COVERAGE DECLARATION— (Continued)**

Policy Effective Date: September 30, 2024					Coverage Effective Date: SEPTEMBER 30, 2024					
<b>ITEM TWO (continued) - Schedule of Coverages And Covered Autos</b>										
<b>AUTO SCHEDULE</b>										
Covered Auto No.	Trade Name	Year	Body Type	Vehicle ID. No. (VIN)	Size Class GVWR	Use / Class / Radius Code	List Symbol	Purchased		Original Cost New
								Year	New/Used	
GA 1	CHEV	03	EXPRESS CU	1GBHG31V131176343		635200/L				\$35,000
GA 2	CHEV	03	EXPRESS CU	1GBHG31V331176862		635200/L				\$35,000
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No.	Terr.	Liability Premium	P.I.P. or F.P.B.	Add P.I.P. or F.P.B.	Un & Uim Motorists Premium	Auto Medical Payments		Towing and Labor		
						Limit Each Insured	Premium	Limit	Premium	
GA 1	101	1,158			152	\$50,000		258		
GA 2	101	1,158			152	\$50,000		258		
<b>Totals</b>		<b>2,316</b>			<b>304</b>			<b>516</b>		
No.	Physical Damage Insurance									
	Comprehensive			Specified Cause of Loss			Collision			
	Deductible for Loss Caused by Theft or Mischief or Vandalism	Deductible For All Perils	Premium	Deductible for Loss Caused by Theft or Mischief or Vandalism	Deductible For All Perils	Premium	Deductible	Premium		
GA 1		500	88				500	128		
GA 2		500	88				500	128		
<b>Totals</b>			<b>176</b>					<b>256</b>		

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SELECTIVE WAY INSURANCE COMPANY

Previous Policy Number  
S 2425406Policy Number  
S 2425406**BUSINESS AUTOMOBILE COVERAGE DECLARATION — (Continued)**

Policy Effective Date: September 30, 2024

Coverage Effective Date: SEPTEMBER 30, 2024

**ITEM THREE - Schedule of Covered Autos You Own (see Auto Schedule) -****Loss Payee - Any Loss is Payable as Interest May Appear to You and:**

Vehicle No.

Name and Address of Loss Payee

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**ITEM FOUR - Schedule of Hired Or Borrowed Covered Auto Coverage and Premiums. Liability Insurance - Rating Basis, Cost of Hire****Covered Autos Liability Coverage - Cost Of Hire Rating Basis (Other Than Mobile Or Farm Equipment)**

Covered Autos Liability Coverage	State	Estimated Annual Cost Of Hire For Each State	Rate per Each \$100 Cost of Hire	Minimum Premium	Premium
Primary Coverage	GA	\$1,000	12.485		\$125.00
Excess Coverage	GA	IF ANY	2.081		INCL.
Total Hired Auto Premium					\$125.00

Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

**Physical Damage Coverages - Cost Of Hire Rating Basis For All Autos (Other Than Mobile Or Farm Equipment)**

Coverage	State	Deductible	Est. Annual Cost Of Hire (Excluding Autos Hired With A Driver)	Rate per Each \$100 Annual Cost Of Hire	Premium
Comprehensive	GA	Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (A maximum deductible may also apply. Refer to Coverage Form for details.)	\$1,000	.420	\$4.00
Specified Causes Of Loss		Deductible For Each Covered Auto For Loss Caused By Theft Or Mischief Or Vandalism (A maximum deductible may also apply. Refer to Coverage Form for details.)			
Collision	GA	Deductible For Each Covered Auto	\$1,000	.620	\$6.00
Total Hired Auto Premium					\$25.00

For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver. Physical Damage Insurance applies on a direct primary basis and for purposes of the condition entitled OTHER INSURANCE any covered "auto" you hire or borrow is deemed to be a covered "auto" you own.

CA-4162 (04/24)

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20000FS 2425406 232

SELECTIVE WAY INSURANCE COMPANY

Previous Policy Number  
S 2425406Policy Number  
S 2425406**BUSINESS AUTOMOBILE COVERAGE DECLARATION — (Continued)**

Policy Effective Date: September 30, 2024	Coverage Effective Date: SEPTEMBER 30, 2024
-------------------------------------------	---------------------------------------------

**ITEM FIVE - Schedule Non-Ownership Liability**

Named Insured's Business	Rating Basis	Number	Premium
Other Than Auto Service Operations, Partnerships Or LLCs	Number of Employees	500	\$1,480.00
	Number of Volunteers		
Auto Service Operations	Number of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number of Volunteers		
	Number of Partners (Active and Inactive) Or LLC Members		
Partnerships Or LLCs	Number of Employees		
	Number of Volunteers		
	Number of Partners (Active and Inactive) Or LLC Members		
Total Non-Ownership Covered Autos Liability Premium			\$1,480.00

**ITEM SIX - Schedule for Gross Receipts or Mileage Basis - Liability Insurance - Public Auto or Leased Rental Concerns**

Estimated Yearly	Rates		Premium	
	Liability Insurance	Auto Medical Payments	Liability Insurance	Auto Medical Payments
Total Premiums				

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CA-4163 (04/24)

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## GEORGIA UNINSURED MOTORISTS COVERAGE — REDUCED BY AT-FAULT LIABILITY LIMITS

POLICY NUMBER: S 2425406

COMMERCIAL AUTO  
CA 21 11 10 13

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

For a covered "auto" licensed or principally garaged in, or "auto dealer operations" conducted in, Georgia, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:**

**Endorsement Effective Date:**

### SCHEDULE

<b>Limit Of Insurance:</b>	<b>\$1,000,000</b>	<b>Each "Accident"</b>												
<p>Indicate with an "X" in the appropriate box the desired deductible option. Any amount payable for damages under this coverage will be in excess of the applicable deductible option.</p> <p><b>Deductible Option</b></p> <table style="width: 100%;"> <tr> <td style="width: 5%; text-align: center;"><input checked="" type="checkbox"/></td> <td style="width: 15%;">No deductible applies.</td> <td style="width: 80%;"></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>\$ 500 each "accident"</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>\$ 1,000 each "accident"</td> <td></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>\$ 2,000 each "accident"</td> <td></td> </tr> </table>			<input checked="" type="checkbox"/>	No deductible applies.		<input type="checkbox"/>	\$ 500 each "accident"		<input type="checkbox"/>	\$ 1,000 each "accident"		<input type="checkbox"/>	\$ 2,000 each "accident"	
<input checked="" type="checkbox"/>	No deductible applies.													
<input type="checkbox"/>	\$ 500 each "accident"													
<input type="checkbox"/>	\$ 1,000 each "accident"													
<input type="checkbox"/>	\$ 2,000 each "accident"													
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>														

#### A. Coverage

1. We will pay all sums in excess of the applicable deductible option shown in the Schedule or Declarations that the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "uninsured motor vehicle". The damages must result from "bodily injury" including loss of consortium, sustained by the "insured" or "property damage" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "uninsured motor vehicle".
2. We will pay under this coverage only after the limits of liability under any applicable liability bonds or policies have been exhausted by payment of judgments or settlements. However, if a settlement is made between an "insured" and the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle" for an amount that does not exhaust the limits of liability under any applicable liability bonds or policies, we will not pay under this coverage unless we previously consented to such settlement in writing.
3. Any default judgment arising out of a "suit" for damages against anyone alleged to be legally responsible is not binding on us.

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - c. The Named Insured for "property damage" only.

**C. Exclusions**

This insurance does not apply to:

1. Any claim settled without our consent. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in Paragraph b. of the definition of "uninsured motor vehicle", if the settlement is made in accordance with GA CODE ANN. Section 33-24-41.1 and the payment of such settlement exhausts the limits of the applicable liability bonds or policies.
2. The direct or indirect benefit of any insurer or self insurer under any workers' compensation, disability benefits or similar law.
3. The direct or indirect benefit of any insurer of property.
4. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
5. "Property damage" for which the "insured" has been compensated by other property or physical damage coverage.

6. Punitive or exemplary damages.

7. "Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**D. Limit Of Insurance**

1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit of Uninsured Motorists Coverage shown in the Schedule or Declarations.
2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form, any Liability Coverage form or any Medical Payments Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

We will not pay for any element of "loss" if a person is entitled to receive payment for the same element of "loss" under any workers' compensation law, exclusive of nonoccupational disability benefits.

3. The Limit of Insurance under this coverage shall be reduced by all sums paid or payable by or for anyone who is legally responsible, including all sums paid under this Coverage Form's Covered Autos Liability Coverage.
4. We will not pay for any "property damage" that is paid or payable under Physical Damage Coverage.

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**E. Changes In Conditions**

The conditions of the policy are changed for Uninsured Motorists Coverage as follows:

1. Paragraph a. of the **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and Paragraph e. in the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable similar insurance available under more than one policy:

- (1) The following priorities of recovery apply:

<b>First</b>	The policy affording Uninsured and Underinsured Motorists Coverage to the "insured" as a Named Insured or, if the Named Insured is an individual, any "family member".
<b>Second</b>	The Uninsured and Underinsured Motorists Coverage applicable to the vehicle the "insured" was "occupying" at the time of the "accident".

- (2) We will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible uninsured motorists insurance.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. Promptly notify the police if a hit-and-run driver is involved; and
- b. Promptly send us copies of the legal papers if a "suit" is brought.

3. **Transfer Of Rights Of Recovery Against Others To Us** is also changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid.

We shall be entitled to the rights to recover damages from another only after the "insured" has been fully compensated for damages.

4. **The Two Or More Coverage Forms Or Policies Issued By Us Condition** does not apply to the Named Insured or, if the Named Insured is an individual, any "family member".

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.
3. "Property damage" means:
  - a. Injury to or destruction of a covered "auto" or its resulting loss of use;
  - b. Injury to or destruction of property contained in the covered "auto" and owned by the Named Insured or, if the Named Insured is an individual, any "family member"; or
  - c. Injury or destruction of property contained in the covered "auto" and owned by anyone else "occupying" the covered "auto".
4. "Uninsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which there is neither:
    - (1) Cash or securities on file with the Georgia Commissioner of Public Safety; nor
    - (2) A liability bond or policy; applicable at the time of the "accident".
  - b. That is an underinsured motor vehicle. An underinsured motor vehicle is a land motor vehicle or "trailer" for which the sum of the limits of all liability bonds or policies applicable at the time of an "accident" is either:
    - (1) Less than the sum of the limits of Insurance for Uninsured Motorists Coverage applicable to the "insured" under this Coverage Form and any other Coverage Form or policy; or

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- (2) Reduced by payments to others to an amount which is less than the sum of the limits of insurance for Uninsured Motorists Coverage applicable to the "insured" under this Coverage Form and any other Coverage Form or policy.
- c. For which an insuring or bonding company legally denies coverage or is or becomes insolvent; or
- d. That is a hit-and-run vehicle and neither the driver nor owner can be identified.  
The vehicle must either:
  - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or
  - (2) Cause "bodily injury" or "property damage" with no physical contact with an "insured", a covered "auto" or a vehicle an "insured" is "occupying" at the time of the "accident", provided the facts of the "accident" can be corroborated by an eye witness to the "accident" other than the "insured" making the claim.

However, "uninsured motor vehicle" does not include any vehicle:

- a. Designed for use mainly off public roads while not on public roads; or
- b. Owned by or furnished for the regular use of you or any "family member".

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**BUSINESS AUTO COVERAGE FORM**COMMERCIAL AUTO  
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Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this Policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V — Definitions.

**SECTION I — COVERED AUTOS**

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

**A. Description Of Covered Auto Designation Symbols**

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the Policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the Policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the Policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the Policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the Policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

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19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this Policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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**B. Owned Autos**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire after the policy period begins of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire after the policy period begins will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.
3. An "auto" that is leased or rented to you without a driver, under a written agreement for a continuous period of at least six months that requires you to provide primary insurance covering such "auto", will be considered a covered "auto" you own.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a registered Gross Vehicle Weight Rating of 3,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II — COVERED AUTOS LIABILITY COVERAGE****A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".  
This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
  - (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".

(5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or

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- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.



**11. Pollution**

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

**12. War**

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

**13. Racing**

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

**14. Unmanned Aircraft**

"Bodily injury" or "property damage" arising out of ownership, maintenance or use of "unmanned aircraft".

**C. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

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**SECTION III — PHYSICAL DAMAGE COVERAGE****A. Coverage**

1. We will pay for "loss" to a covered "auto" or its equipment under:

- a. **Comprehensive Coverage**

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

- b. **Specified Causes Of Loss Coverage**

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

- c. **Collision Coverage**

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. **Towing**

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" that is a private passenger type, light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

3. **Glass Breakage — Hitting A Bird Or Animal - Falling Objects Or Missiles**

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

**4. Coverage Extensions**

- a. **Transportation Expenses**

We will pay up to \$30 per day, to a maximum of \$900, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the Policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

- b. **Loss Of Use Expenses**

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$900.

**B. Exclusions**

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

- a. **Nuclear Hazard**

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

**b. War Or Military Action**

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.
- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.
- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";

c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or

d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

**C. Limits Of Insurance**

1. The most we will pay for:

a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- (2) Removable from a permanently installed housing unit as described in Paragraph b.(1) above; or
- (3) An integral part of such equipment as described in Paragraphs b.(1) and b.(2) above.

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

**D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations prior to the application of the Limit of Insurance, provided that:

1. The Comprehensive or Specified Causes of Loss Coverage deductible applies only to "loss" caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

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2. Regardless of the number of covered "autos" damaged or stolen, the maximum deductible applicable for all "loss" in any one event caused by:

- a. Theft or mischief or vandalism; or
- b. All perils.

will be equal to five times the highest deductible applicable to any one covered "auto" on the Policy for Comprehensive or Specified Causes Of Loss Coverage. The application of the highest deductible used to calculate the maximum deductible will be made regardless of which covered "autos" were damaged or stolen in the "loss".

#### SECTION IV — BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

##### A. Loss Conditions

###### 1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

###### 2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this Policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

###### 3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this Policy to bring us into an action to determine the "insured's" liability.

###### 4. Loss Payment - Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;



- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. **Transfer Of Rights Of Recovery Against Others To Us**

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. **General Conditions**

#### 1. **Bankruptcy**

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. **Concealment, Misrepresentation Or Fraud**

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. **Liberalization**

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. **No Benefit To Bailee - Physical Damage Coverages**

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. **Other Insurance**

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 6. **Premium Audit**

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this Policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this Policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the Policy.

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**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere else in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V — DEFINITIONS**

**A.** "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

**B.** "Auto" means:

1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

**C.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

**D.** "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto";

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph 6.b. or 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

E. "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".

F. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

G. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.

H. "Insured contract" means:

1. A lease of premises;
2. A sidetrack agreement;
3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

- c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

- I. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

J. "Loss" means direct and accidental loss or damage.

K. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
2. Vehicles maintained for use solely on or next to premises you own or rent;
3. Vehicles that travel on crawler treads;
4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;

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5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

b. Cherry pickers and similar devices used to raise or lower workers; or

6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

a. Equipment designed primarily for:

(1) Snow removal;

(2) Road maintenance, but not construction or resurfacing; or

(3) Street cleaning;

b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

1. Damages because of "bodily injury" or "property damage"; or

2. A "covered pollution cost or expense";

to which this insurance applies, are alleged.

"Suit" includes:

a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

Q. "Unmanned aircraft" means an aircraft that is not":

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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**GEORGIA CHANGES**COMMERCIAL AUTO  
CA 01 09 12 23**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

For a covered "auto" licensed or principally garaged in Georgia, this endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Changes In Covered Autos Liability Coverage**

1. Covered Autos Liability Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", Covered Autos Liability Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The **Expected Or Intended Injury** Exclusion is replaced by the following:

**Expected Or Intended Injury**

This insurance does not apply to "bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

However, this exclusion does not apply for coverage up to the minimum limit specified by the Georgia Motor Vehicle Safety Responsibility Act.

**B. Changes In Physical Damage Coverage**

1. If Collision Coverage is provided, Collision Coverage is primary for an "auto" you don't own if operated by the "insured" and owned by a retail seller of "autos".
2. If you are a retail seller of "autos", Collision Coverage is excess for an "auto" you own if operated by an "insured" other than you or your "employee".
3. The "diminution in value" exclusion does not apply.

**C. Changes In Conditions**

1. Paragraph A.6. of the **Cancellation** Common Policy Condition is replaced by the following:
  6. If notice is mailed, a receipt provided by, or such other evidence of mailing as prescribed or accepted by, the U.S. Postal Service shall be sufficient proof of notice.
2. Paragraph a. of 2. **Duties In The Event Of Accident, Claim, Suit Or Loss** is replaced by the following:
  - a. In the event of "accident", claim, "suit" or "loss", we or our representative must receive prompt notice of the "accident" or "loss". Include:
    - (1) How, when and where the "accident" or "loss" occurred;
    - (2) The "insured's" name and address; and
    - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

The requirement for giving notice of a claim, if not satisfied by the "insured" within 30 days of the date of the "accident", may be satisfied by an injured third party who, as the result of such "accident", has a claim against the "insured". However, in this event, notice of a claim given by an injured third party must be mailed to us.

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3. The **Concealment, Misrepresentation Or Fraud** Condition is replaced by the following:

**Concealment, Misrepresentation Or Fraud**

We will not pay for any "loss" or damage which involves any misrepresentations, omissions, concealment of facts or incorrect statements that are:

- a. Fraudulent;
- b. Material either to the acceptance of the risk or to the hazard assumed by us; or
- c. If we, in good faith, would not have:
  - (1) Issued the Policy or contract;
  - (2) Issued a policy or contract in as large an amount or at the premium rate; or

- (3) Provided coverage with respect to the hazard resulting in the loss;

if the true facts had been known to us as required either by the application for the Policy or contract or otherwise.

4. The last sentence in the **Appraisal For Physical Damage Loss** Condition is replaced by the following:

We do not waive any of our rights under this Policy by agreeing to an appraisal.

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## EXCLUSION OF FEDERAL EMPLOYEES USING AUTOS IN GOVERNMENT BUSINESS

COMMERCIAL AUTO  
CA 04 42 10 13

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following are not "insureds" under Covered Autos Liability Coverage:

- A. The United States of America or any of its agencies.
- B. Any United States Government "employee", including you, for "bodily injury" or "property damage" resulting from the operation of an "auto", if:
  - 1. The "bodily injury" or "property damage" results while the "employee" is acting as an "employee"; and

- 2. The Federal Tort Claims Act requires the U.S. Attorney General to defend the "employee" in any civil action or proceeding that may be brought for the "bodily injury" or "property damage".

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## EMPLOYEE HIRED AUTOS

COMMERCIAL AUTO  
CA 20 54 11 20

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. Changes In Covered Auto Liability Coverage

The following is added to the **Who Is An Insured** provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

#### B. Changes In General Conditions

Paragraph 5.b. of the **Other Insurance** Condition in the Business Auto, and Auto Dealers Coverage Forms and Paragraph 5.f. of the **Other Insurance — Primary And Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are amended by the addition of the following:

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## PUBLIC TRANSPORTATION AUTOS

COMMERCIAL AUTO  
CA 24 02 10 13

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Covered Autos Liability Coverage** for a covered "auto" licensed or used to transport the public is changed as follows:

The **Care, Custody Or Control** Exclusion does not apply to "property damage" to or "covered pollution cost or expense" involving property of the "insured's" passengers while such property is carried by the covered "auto".

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## PHYSICAL DAMAGE COVERAGE

COMMERCIAL AUTO  
CA 70 38 08 18

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

This endorsement amends PHYSICAL DAMAGE COVERAGE section of the above coverage form, effective on the inception date of the policy or as indicated above, by adding the following paragraph:

At your option, for glass losses only, any Comprehensive Coverage deductible shown in the declarations will not apply if the glass is satisfactorily repaired rather than replaced.

However, we will not waive this deductible if it is equal to or greater than the replacement cost of the glass.

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## LIMITED MOBILE EQUIPMENT COVERAGE

COMMERCIAL AUTO  
CA 77 74 07 06

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

Except for those types of vehicles listed below, a vehicle within the "mobile equipment" definition under **SECTION V — DEFINITIONS** will be treated as an "auto" solely under **SECTION II — LIABILITY COVERAGE** but only to the extent the "mobile equipment": (1) is being driven under its own power, (2) is being driven in public rights of way, and (3) is subject to a compulsory insurance or financial responsibility law or other mandatory motor vehicle insurance law in the state where it is licensed or principally garaged. This endorsement applies regardless of any Covered Auto Designation Symbol shown in the Declarations solely with respect to the "mobile equipment" described in the foregoing sentence.

This endorsement does not provide coverage for any "mobile equipment" under **SECTION III — PHYSICAL DAMAGE COVERAGE** unless that "mobile equipment" is specifically scheduled as a covered "auto" and a premium charge is made for that "mobile equipment" as a covered "auto" in the Declarations.

Recreational vehicles, snowmobiles, ATVs, off-road motorcycles or any other similar type of vehicles or "mobile equipment" shall never be treated as an "auto" under this endorsement unless the vehicle is specifically scheduled as a covered "auto" and a premium charge is made for that vehicle as a covered "auto" in the Declarations.

If any other coverage part issued by Us or any of Our insurance company affiliates, applies or is deemed by the issuing company to apply to a loss which is also covered by this endorsement, only one coverage part that applies or is deemed by the issuing company to apply will respond to the loss and provide defense.

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**ElitePac®**  
**Commercial Automobile Extension**  
**CommUnity® Of Faith**

COMMERCIAL AUTO  
CA 78 08 04 24

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

**AMENDMENTS TO SECTION II - LIABILITY COVERAGE**

**VOLUNTEERS AS INSURED**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to SECTION II, A.1. - Who Is Insured:

Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow in activities necessary to your business. Anyone else who furnishes that "auto" is also an "insured", but only to the extent of liability arising out of activities being performed on your behalf.

**AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage for owned "autos", the following extension is added:

**GARAGEKEEPERS COVERAGE**

The following is added to SECTION III, A.4. - Coverage Extensions:

**Garagekeepers Coverage for Attendees' or Members' Autos in the Insured's Care, Custody or Control**

On your behalf, we will pay for "loss" to an attendee's or member's "auto" or an attendee's or member's "auto" equipment left in your care, custody or control while you are parking or storing it in connection with your operations.

The Limit of Insurance is:

1. The Limit of Insurance shown on the ElitePac Schedule, which applies in the aggregate, regardless of the number of claims, "losses" or "suits" brought during the policy term; or
2. The limit shown on a Garagekeepers endorsement, whichever is higher. This coverage applies on a primary basis without regard to your legal liability for the "loss".

The deductibles are:

- (1) Collision - \$250 per "loss" to each attendee's or member's "auto" or the amount shown on a Garagekeepers endorsement, whichever is higher, and
- (2) Other Than Collision - \$250 per "loss" to each attendee's or member's "auto" with a maximum of \$500 for all attendees' or members' "autos" damaged in any one "loss", or the amount shown on a Garagekeepers endorsement, whichever is higher.

This coverage only applies to "loss" that occurs at locations scheduled or otherwise identified on the policy.

For the purpose of this extension, the term "loss" includes any resulting loss of use.

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# ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO  
CA 78 09 04 24

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

#### AMENDMENT TO SECTION I - COVERED AUTOS COVERAGES AND SECTION II - COVERED AUTOS LIABILITY COVERAGE

If this policy provides Auto Liability coverage for Owned Autos, the following extension is applicable:

#### EMPLOYEE OWNED AUTOS - BUSINESS USE

Solely for purposes of the coverage extended by this endorsement:

#### A. The following is added to SECTION I, A. Description of Covered Auto Designation Symbols:

Coverage symbols 1, 2, 3, 4, 5, 6 and 7 are amended to include the following:

Any "auto" owned by an "employee" specifically described on the Declarations page or on file with us when issued on a non-specified "auto" basis is considered an "auto" you own and not a covered "auto" you hire, borrow or lease; and

#### B. The following is added to SECTION II, A.1. Who Is An Insured:

An "employee" who is the owner of a specifically described "auto" on the Declarations page or on file with us when issued on a non-specified "auto" basis is an "insured".

If the "employee" owned "auto" is used:

1. Without your permission;
2. Outside the scope of any policies and procedures your business has for acceptable vehicle usage;
3. For any purpose other than the conduct of your business; or
4. By anyone other than the "employee" who owns the "auto", except another "employee",

the limits of liability available to the "employee" or anyone other than a named "insured" under all coverages shall be limited to the higher of:

1. \$250,000; or
2. The compulsory or financial responsibility law limits where the "auto" is licensed and principally garaged.

#### AMENDMENTS TO SECTION II - LIABILITY COVERAGE

#### A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

#### NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to SECTION II, A.1. - Who Is An Insured:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS**

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

**EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT**

The following is added to **SECTION II, B.4. - Exclusions**:

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

**FELLOW EMPLOYEE COVERAGE**

The **Fellow Employee Exclusion, SECTION II, B.5.** - is deleted in its entirety.

**CARE, CUSTODY OR CONTROL AMENDMENT**

The following is added to **SECTION II, B.6. - Exclusions**:

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

- B. If this policy provides Auto Liability coverage for Owned Autos, Non-Owned Autos or Hired Autos, the following extensions are applicable accordingly:

**LIMITED LIABILITY COMPANIES**

The following is added to **SECTION II, A.1. - Who Is An Insured**:

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

**BLANKET ADDITIONAL INSUREDS - As Required By Contract**

The following is added to **SECTION II, A.1. - Who Is An Insured**:

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on the Business Auto Coverage Part on your policy is an additional "insured", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

**EMPLOYEES AS INSUREDS**

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

**AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE**

For those covered "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage shown in the Declaration, the following extensions of coverage are applicable:

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**TOWING AND LABOR**

**SECTION III, A.2. - Towing** is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the applicable Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus", "Light Truck" or any commercial "auto" with a gross vehicle weight rating or gross combination weight greater than 10,000 pounds is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

Coverage for towing and labor costs afforded by any other endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**GLASS BREAKAGE DEDUCTIBLE**

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles**:

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

**ADDITIONAL TRANSPORTATION EXPENSES**  
**SECTION III, A.4.a. - Transportation Expenses** is deleted in its entirety and replaced with the following:

We will pay up to the Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in Paragraphs 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during a period of time reasonably required to repair or replace the covered "auto", even if that time period extends beyond the policy expiration date.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

The 24 hour waiting period found on any other form endorsed onto the Auto Coverage part does not apply for any covered Rental Reimbursement "loss".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

**HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown on the Declarations; however, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
  - (a) The operational safety of the vehicle might otherwise be impaired;
  - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
  - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed covered "auto" our obligation to pay each applicable "loss" will be reduced by the hired "auto" deductible on this policy. If there is no hired "auto" coverage symbol 8 for physical damage coverage on the policy, our obligation to pay for each "loss" will be reduced by the deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to any "loss" caused by fire or lightning.

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**SECTION IV, B.5. Other Insurance Condition,** Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **HIRED AUTO LOSS OF USE COVERAGE**

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident". The per day limit in the Business Auto Coverage form does not apply and the most we will pay per "accident" is the Limit of Insurance shown on the ElitePac Schedule.

Loss of Use Expense limits afforded by any endorsement added to the commercial auto policy shall apply in excess of the coverage afforded by this ElitePac form.

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

#### **AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)**

If Comprehensive, Specified Causes of Loss or Collision coverage applies to a covered "auto", the following is added to **SECTION III, A.4. - Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

#### **2. Any:**

- a. Overdue or any deferred lease/loan payments at the time of "loss";
- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
- c. Security deposits not refunded by the lessor or financial institution;
- d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
- e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

The insurance provided by this coverage provision is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

#### **PERSONAL EFFECTS**

The following is added to **SECTION III, A.4. - Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

#### **AIRBAG COVERAGE**

The following is added to **SECTION III, B.3.a. - Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE**

##### **SECTION III, B.4. - Exclusions**

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
  - a. Permanently installed in or upon the covered "auto" at the time of the "loss";



- b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
- c. Designed to be solely operated by use of power from the "auto's" electrical system; or
- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

#### **COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE**

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

#### **PHYSICAL DAMAGE LIMIT OF INSURANCE**

**SECTION III, C. - Limit Of Insurance** is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

#### **GREEN AUTOMOBILE REPLACEMENT COVERAGE**

In the event of a total "loss" to an owned "auto" that is a "gasoline powered auto" for which Comprehensive, Specified Causes of Loss, or Collision coverage applies, Physical Damage coverage will be amended as follows:

If the owned "gasoline powered auto" is replaced by you with a "green auto", we will pay an additional 10% of the "gasoline powered auto's" actual cash value up to a maximum of \$3,000, provided the "auto" is replaced and a copy of a bill of sale or new lease agreement is received by us within 60 calendar days of the date of the "loss".

Regardless of the number of "autos" deemed a total loss, the most we will pay under this coverage extension for any one "loss" is \$10,000.

#### **AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS**

##### **DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

However, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

##### **WAIVER OF SUBROGATION**

**SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

##### **MULTIPLE DEDUCTIBLES**

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

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**CONCEALMENT, MISREPRESENTATION OR FRAUD**

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

**POLICY PERIOD, COVERAGE TERRITORY**

**SECTION IV, B.7. - Policy Period, Coverage Territory** is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

**TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES**

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

**AMENDMENTS TO SECTION V - DEFINITIONS****BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)**

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

**ADDITIONS TO SECTION V - DEFINITIONS****COVERAGE TERRITORY**

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

**GASOLINE POWERED AUTO**

An "auto" that is designed to be solely powered by petroleum-based fuel.

**GREEN AUTO**

An "auto" that is designed to be powered by both petroleum-based fuel and electric power; or solely by electricity or any other renewable energy source.

**LIGHT TRUCK**

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

**PRIVATE PASSENGER AUTO**

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

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#### **SOCIAL SERVICE VAN OR BUS**

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

#### **TELEMATIC DEVICE**

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

#### **VOLUNTEER WORKER**

"Volunteer worker" means a person who is not your "employee" and who donates their work and acts at the direction of you and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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**Commercial Automobile Extension**  
**CommUnity® Of Faith**

COMMERCIAL AUTO  
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**SCHEDULE OF COVERAGE EXTENSIONS AND LIMITS OF INSURANCE**

This ElitePac Schedule is a summary of additional coverages, coverage modifications and corresponding Limits of Insurance that supplements the Business Auto Coverage Form. No coverage is provided by this summary. Refer to the actual endorsement for changes affecting your insurance protection.

DESCRIPTION	
<b>AMENDMENT TO SECTION I — COVERED AUTOS COVERAGES AND SECTION II — COVERED AUTOS LIABILITY COVERAGE</b>	
Employee Owned Autos - Business Use	Coverage Extension
<b>AMENDMENTS TO SECTION II — LIABILITY COVERAGE</b>	
Newly Acquired Or Formed Organizations	Coverage Extension
Limited Liability Companies	Coverage Extension
Employees As Insureds	Coverage Extension
Blanket Additional Insureds	Coverage Extension
Expenses For Bail Bonds And Loss Of Earnings	
Bail Bonds	\$3,000 Per "Accident"
Loss Of Earnings	\$1,000 Per Day
Employee Indemnification and Employer's Liability Amendment	Coverage Extension
Fellow Employee Coverage	Coverage Extension
Care, Custody Or Control Amendment	\$1,000 Per "Accident"; \$500 Deductible Per "Accident"
Volunteers As Insureds	Coverage Extension
<b>AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE</b>	
Towing And Labor	Coverage Extension
Private Passenger Auto, Social Service Van or Bus, Light Truck Commercial Auto With GVWR or GCW Greater Than 10,000 Pounds	\$75 Per Tow \$150 Per Tow
Glass Breakage Deductible	Coverage Extension
Additional Transportation Expenses	\$60 per day up to a maximum of \$1,800
Hired Auto Physical Damage Coverage	\$75,000 per "loss"
Hired Auto Loss of Use Coverage	\$750 Per "Accident"

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DESCRIPTION	
<b>AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE - Continued</b>	
Auto Loan/Lease Gap Coverage (Not Available in New York)	Coverage Extension
Personal Effects	\$500 Per "Accident"
Airbag Coverage	Coverage Extension
Expanded Audio, Visual, And Data Electronic Equipment Coverage	Coverage Extension
Comprehensive Deductible - Location Tracking Device	Coverage Extension
Physical Damage Limit Of Insurance	Coverage Extension
Green Automobile Replacement Coverage	Coverage Extension
Garagekeepers Coverage	\$50,000 Aggregate
<b>AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS</b>	
Duties In The Event Of Accident, Claim, Suit Or Loss	Coverage Extension
Waiver of Subrogation	Coverage Extension
Multiple Deductibles	Coverage Extension
Concealment, Misrepresentation Or Fraud	Coverage Extension
Policy Period, Coverage Territory	Coverage Extension
Two Or More Coverage Forms Or Policies Issued By Us - Deductibles	Coverage Extension
<b>AMENDMENTS TO SECTION V — DEFINITIONS</b>	
Bodily Injury Including Mental Anguish (Not Applicable in New York)	Broadened Definition
Coverage Territory	Broadened Definition

  
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## ABUSE OR MOLESTATION LIABILITY COVERAGE EXCLUSION

COMMERCIAL AUTO  
CA 80 23 06 10

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

**A. The following exclusion is added to LIABILITY COVERAGE B. Exclusions:**

"Bodily injury", "property damage" or "covered pollution cost or expense" arising from or related to:

- (1) Each, every and all actual, threatened or alleged acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct performed by one person or by two or more persons acting together, including physical or mental abuse arising from or related to such conduct; or

(2) The insured's:

- (a) Hiring;
- (b) Training;
- (c) Investigation;
- (d) Supervision;
- (e) Reporting to the proper authorities, or failure to so report; or
- (f) Retention;

of any "employee", volunteer, student in training or any other person or persons who commit or allegedly commit acts of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, and for whom the insured is or ever was legally responsible; or

(3) The insured's:

- (a) Design;
- (b) Control;
- (c) Maintenance;
- (d) Supervision;
- (e) Inspection; or
- (f) Investigation of prospective tenants

of your premises, premises in your control or premises you have leased to another where such activities actually or allegedly resulted in any act of physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (4) The insured's failure to provide professional services to or neglect of the therapeutic needs of a client, patient or other person arising from any physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct; or

- (5) The insured's liability for physical or mental abuse, sexual abuse, sexual molestation or sexual misconduct, including physical or mental abuse arising from or related to such conduct, by any "employee", volunteer, student in training or any other person or persons acting within the scope of their employment, appointment or authorization by the insured.

All other terms and conditions of the coverage form remain unchanged.

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## RACING EXCLUSION

COMMERCIAL AUTO  
CA 89 27 04 24

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

#### A. COVERED AUTOS LIABILITY COVERAGE

**SECTION II — COVERED AUTOS LIABILITY COVERAGE, B. Exclusions, 13. Racing** in the Business Auto Coverage Form and **SECTION I - COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 4. Exclusions, i. Racing** in the Auto Dealers Coverage Form are deleted and replaced with the following:

Covered "autos" while used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss", while that covered "auto" is being prepared for such a contest or activity.

#### B. PHYSICAL DAMAGE COVERAGE

**1. SECTION III — PHYSICAL DAMAGE COVERAGE, B.2. Exclusions** in the Business Auto Coverage Form is deleted and replaced with the following:

We will not pay for "loss" to any covered "auto" while used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

**2. SECTION I — COVERED AUTOS COVERAGES, F. Physical Damage Coverage, 3.b.(2) Exclusions** in the Auto Dealers Coverage Form is deleted and replaced with the following:

Any covered "auto" while used in any racing or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

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**VEHICLE SHARING EXCLUSION**COMMERCIAL AUTO  
CA 89 30 11 23**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. COVERED AUTOS LIABILITY COVERAGE**

The following exclusion is added to **SECTION II - COVERED AUTOS LIABILITY COVERAGE, B. Exclusions** in the Business Auto Coverage Form and **SECTION I - COVERED AUTOS COVERAGES, D. Covered Autos Liability Coverage, 4. Exclusions** in the Auto Dealers Coverage Form:

**Vehicle Sharing**

"Bodily injury" or "property damage" arising out of the ownership, maintenance or use of a covered "auto" while it is being used in connection with a "vehicle sharing program".

**B. PHYSICAL DAMAGE COVERAGE**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions** in the Business Auto Coverage form and **SECTION I - COVERED AUTOS COVERAGES, F. Physical Damage Coverage, 3. Exclusions**:

**Vehicle Sharing**

We will not pay for "loss" to a covered "auto" while it is being used in connection with a "vehicle sharing program".

**C. MEDICAL PAYMENTS COVERAGE**

If Auto Medical Payments Coverage is provided in this policy, the following exclusion is added:

This insurance does not apply to "bodily injury" sustained by an "insured" while "occupying" or when struck by, a covered "auto" while it is being used in connection with a "vehicle sharing program".

**D. UNINSURED AND / OR UNDERINSURED MOTORISTS COVERAGE**

If Uninsured and/or Underinsured Motorists Coverage is provided in this policy, then the following exclusion is added:

This coverage does not apply to "bodily injury" sustained by any "insured" while "occupying" or when struck by a covered "auto" while it is being used in connection with a "vehicle sharing program".

**E. PERSONAL INJURY PROTECTION COVERAGE**

If a Personal Injury Protection or Additional Personal Injury Protection Endorsement is part of this policy, then the following exclusion is added:

This coverage does not apply to personal injury sustained by any person or "insured" while "occupying" or when struck by a covered "auto" while it is being used in connection with a "vehicle sharing program".

**F. DEFINITIONS**

The following Definition is added:

"Vehicle sharing program" means any system, program, platform, application or process that facilitates the sharing of an "auto" for use by individuals, businesses or other entities. This does not include the use of a covered "auto" while used in your business by you or your "employee".

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**AUTO MEDICAL PAYMENTS COVERAGE**COMMERCIAL AUTO  
CA 99 03 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

**B. Who Is An Insured**

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

**C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.
3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".

4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

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**D. Limit Of Insurance**

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

**E. Changes In Conditions**

The Conditions are changed for Auto Medical Payments Coverage as follows:

1. The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply.

2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

**F. Additional Definitions**

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

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Previous Policy Number  
S 2425406

Policy Number  
S 2425406

## COMMERCIAL CRIME COVERAGE DECLARATION

Policy Effective Date: September 30, 2024

Coverage Effective Date: SEPTEMBER 30, 2024

Business of Named Insured: CHURCH

Insurance is provided only for those coverages which are shown in the following coverage schedule.

### Coverage Schedule

Coverage Form	Coverage	Limit	Deductible
	COMPUTER FRAUD	\$10,000	\$500
	EMPLOYEE THEFT - BLANKET	\$50,000	\$500
	FORGERY OR ALTERATION	\$50,000	\$500
	INSIDE THE PREMISES-ROBBERY/SAFE BURGLARY OTHER PROP	\$25,000	\$500
	INSIDE THE PREMISES-THEFT OF MONEY AND SECURITIES	\$25,000	\$500
	OUTSIDE THE PREMISES	\$25,000	\$500

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Forms and Endorsements:

Refer to "Commercial Policy Forms and Endorsement Schedule"

Premium Amount

\$70.00

(This premium may be  
(subject to adjustment.)

CR-7026 (02/92)

INSURED'S COPY

## COMMERCIAL CRIME COVERAGE FORM (LOSS SUSTAINED FORM)

CRIME AND FIDELITY  
CR 00 21 05 06

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

### A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place during the Policy Period shown in the Declarations, except as provided in Condition E.1.k. or E.1.l., which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.1.g.:

#### 1. Employee Theft

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

#### 2. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

- (1) Made or drawn by or drawn upon you; or
- (2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

- b. If you are sued for refusing to pay any instrument covered in Paragraph 2.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

### 3. Inside The Premises — Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

- (1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or
- (2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted "theft" of or unlawful entry into those containers.

### 4. Inside The Premises — Robbery Or Safe Burglary Of Other Property

a. We will pay for loss of or damage to "other property":

- (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or

(2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".

- b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
- c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

#### 5. Outside The Premises

- a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
- b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

#### 6. Computer Fraud

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises".

- a. To a person (other than a "messenger") outside those "premises"; or
- b. To a place outside those "premises".

#### 7. Funds Transfer Fraud

We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

#### 8. Money Orders And Counterfeit Money

We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:

- a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
- b. "Counterfeit money" that is acquired during the regular course of business.

#### B. Limit Of Insurance

The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.

If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

#### C. Deductible

We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

#### D. Exclusions

##### 1. This insurance does not cover:

##### a. Acts Committed By You, Your Partners Or Your Members

Loss resulting from "theft" or any other dishonest act committed by:

- (1) You; or
- (2) Any of your partners or "members";

whether acting alone or in collusion with other persons.

##### b. Acts Of Employees Learned Of By You Prior To The Policy Period

Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this insurance and you or any of your partners, "members", "managers", officers, directors or trustees, not in collusion with the "employee", learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.

**c. Acts Of Employees, Managers, Directors, Trustees Or Representatives**

Loss resulting from "theft" or any other dishonest act committed by any of your "employees", "managers", directors, trustees or authorized representatives:

- (1) Whether acting alone or in collusion with other persons; or
  - (2) While performing services for you or otherwise;
- except when covered under Insuring Agreement A.1.

**d. Confidential Information**

Loss resulting from:

- (1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
- (2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

**e. Governmental Action**

Loss resulting from seizure or destruction of property by order of governmental authority.

**f. Indirect Loss**

Loss that is an indirect result of an "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- (1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property".
- (2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.

- (3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

**g. Legal Fees, Costs And Expenses**

Fees, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.2.

**h. Nuclear Hazard**

Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

**i. Pollution**

Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**j. War And Military Action**

Loss or damage resulting from:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**2. Insuring Agreement A.1. does not cover:****a. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

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However, where you establish wholly apart from such computations that you have sustained a loss, then you may offer your inventory records and actual physical count of inventory in support of the amount of loss claimed.

**b. Trading**

Loss resulting from trading, whether in your name or in a genuine or fictitious account.

**c. Warehouse Receipts**

Loss resulting from the fraudulent or dishonest signing, issuing, canceling or failing to cancel, a warehouse receipt or any papers connected with it.

**3. Insuring Agreements A.3., A.4. and A.5. do not cover:**

**a. Accounting Or Arithmetical Errors Or Omissions**

Loss resulting from accounting or arithmetical errors or omissions.

**b. Exchanges Or Purchases**

Loss resulting from the giving or surrendering of property in any exchange or purchase.

**c. Fire**

Loss or damage resulting from fire, however caused, except:

- (1) Loss of or damage to "money" and "securities"; and
- (2) Loss from damage to a safe or vault.

**d. Money Operated Devices**

Loss of property contained in any money operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

**e. Motor Vehicles Or Equipment And Accessories**

Loss of or damage to motor vehicles, trailers or semi-trailers or equipment and accessories attached to them.

**f. Transfer Or Surrender Of Property**

- (1) Loss of or damage to property after it has been transferred or surrendered to a person or place outside the "premises" or "banking premises":
  - (a) On the basis of unauthorized instructions;
  - (b) As a result of a threat to do bodily harm to any person;
  - (c) As a result of a threat to do damage to any property;
  - (d) As a result of a threat to introduce a denial of service attack into your computer system;
  - (e) As a result of a threat to introduce a virus or other malicious instruction into your computer system which is designed to damage, destroy or corrupt data or computer programs stored within your computer system;
  - (f) As a result of a threat to contaminate, pollute or render substandard your products or goods; or
  - (g) As a result of a threat to disseminate, divulge or utilize:
    - (i) Your confidential information; or
    - (ii) Weaknesses in the source code within your computer system.
- (2) But, this Exclusion does not apply under Insuring Agreement A.5. to loss of "money", "securities" or "other property" while outside the "premises" in the care and custody of a "messenger" if you:
  - (a) Had no knowledge of any threat at the time the conveyance began; or
  - (b) Had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

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**g. Vandalism**

Loss from damage to the "premises" or its exterior, or to any safe, vault, cash register, cash box, cash drawer or "other property" by vandalism or malicious mischief.

**h. Voluntary Parting Of Title To Or Possession Of Property**

Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

**4. Insuring Agreement A.6. does not cover:****a. Credit Card Transactions**

Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

**b. Funds Transfer Fraud**

Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

**c. Inventory Shortages**

Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

- (1) An inventory computation; or
- (2) A profit and loss computation.

**5. Insuring Agreement A.7. does not cover:****COMPUTER FRAUD**

Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

**E. Conditions**

The following Conditions apply in addition to the Common Policy Conditions:

**1. Conditions Applicable To All Insuring Agreements****a. Additional Premises Or Employees**

If, while this insurance is in force, you establish any additional "premises" or hire additional "employees", other than through consolidation or merger with, or purchase or acquisition of assets or liabilities of, another entity, such "premises" and "employees" shall automatically be covered under this insurance. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

**b. Concealment, Misrepresentation Or Fraud**

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- (1) This insurance;
- (2) The property covered under this insurance;
- (3) Your interest in the property covered under this insurance; or
- (4) A claim under this insurance.

**c. Consolidation — Merger Or Acquisition**

If you consolidate or merge with, or purchase or acquire the assets or liabilities of, another entity:

- (1) You must give us written notice as soon as possible and obtain our written consent to extend the coverage provided by this insurance to such consolidated or merged entity or such purchased or acquired assets or liabilities. We may condition our consent by requiring payment of an additional premium; but

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- (2) For the first 90 days after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities, the coverage provided by this insurance shall apply to such consolidated or merged entity or such purchased or acquired assets or liabilities, provided that all "occurrences" causing or contributing to a loss involving such consolidation, merger or purchase or acquisition of assets or liabilities, must take place after the effective date of such consolidation, merger or purchase or acquisition of assets or liabilities.

**d. Cooperation**

You must cooperate with us in all matters pertaining to this insurance as stated in its terms and conditions.

**e. Duties In The Event Of Loss**

After you "discover" a loss or a situation that may result in loss of or damage to "money", "securities" or "other property" you must:

- (1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1. or A.2.) involves a violation of law, you must also notify the local law enforcement authorities.
- (2) Submit to examination under oath at our request and give us a signed statement of your answers.
- (3) Produce for our examination all pertinent records.
- (4) Give us a detailed, sworn proof of loss within 120 days.
- (5) Cooperate with us in the investigation and settlement of any claim.

**f. Employee Benefit Plans**

- (1) The "employee benefit plans" shown in the Declarations (hereinafter referred to as Plan) are included as Insureds under Insuring Agreement A.1.

- (2) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance for Insuring Agreement A.1. that is sufficient to provide a Limit of Insurance for each Plan that is at least equal to that required if each Plan were separately insured.

- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement A.1. is replaced by the following:

We will pay for loss of or damage to "funds" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

- (4) If the first Named Insured is an entity other than a Plan, any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.

- (5) If two or more Plans are insured under this insurance, any payment we make for loss:

- (a) Sustained by two or more Plans; or
- (b) Of commingled "funds" or "other property" of two or more Plans;

resulting directly from an "occurrence" will be made to each Plan sustaining loss in the proportion that the Limit of Insurance required for each Plan bears to the total Limit of Insurance of all Plans sustaining loss.

- (6) The Deductible Amount applicable to Insuring Agreement A.1. does not apply to loss sustained by any Plan.

**g. Extended Period To Discover Loss**

We will pay for loss that you sustained prior to the effective date of cancellation of this insurance, which is "discovered" by you:

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- (1) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.
- (2) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

#### **h. Joint Insured**

- (1) If more than one Insured is named in the Declarations, the first Named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.
- (2) If any Insured, or partner, "member" or officer of that Insured has knowledge of any information relevant to this insurance, that knowledge is considered knowledge of every Insured.
- (3) An "employee" of any Insured is considered to be an "employee" of every Insured.
- (4) If this insurance or any of its coverages is cancelled as to any Insured, loss sustained by that Insured is covered only if it is "discovered" by you:
- (a) No later than 1 year from the date of that cancellation. However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that Insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this insurance, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

- (b) No later than 1 year from the date of that cancellation with regard to any "employee benefit plans".

- (5) We will not pay more for loss sustained by more than one Insured than the amount we would pay if all such loss had been sustained by one Insured.
- (6) Payment by us to the first Named Insured for loss sustained by any Insured, other than an "employee benefit plan", shall fully release us on account of such loss.

#### **i. Legal Action Against Us**

You may not bring any legal action against us involving loss:

- (1) Unless you have complied with all the terms of this insurance;
- (2) Until 90 days after you have filed proof of loss with us; and
- (3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

#### **j. Liberalization**

If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this insurance.

#### **k. Loss Sustained During Prior Insurance Issued By Us Or Any Affiliate**

- (1) **Loss Sustained Partly During This Insurance And Partly During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place:

- (a) Partly during the Policy Period shown in the Declarations; and

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- (b) Partly during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest;

and this insurance became effective at the time of cancellation of the prior insurance, we will first settle the amount of loss that you sustained during this Policy Period. We will then settle the remaining amount of loss that you sustained during the Policy Period(s) of the prior insurance.

**(2) Loss Sustained Entirely During Prior Insurance**

If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place entirely during the Policy Period(s) of any prior cancelled insurance that we or any affiliate issued to you or any predecessor in interest, we will pay for the loss, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

We will first settle the amount of loss that you sustained during the most recent prior insurance. We will then settle any remaining amount of loss that you sustained during the Policy Period(s) of any other prior insurance.

**(3) In settling loss subject to this Condition:**

- (a) The most we will pay for the entire loss is the highest single Limit of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior insurance issued by us.

- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under this insurance. If no loss was sustained under this insurance, we will apply the Deductible Amount shown in the Declarations to the amount of loss sustained under the most recent prior insurance.

If the Deductible Amount is larger than the amount of loss sustained under this insurance, or the most recent prior insurance, we will apply the remaining Deductible Amount to the remaining amount of loss sustained during the prior insurance.

We will not apply any other Deductible Amount that may have been applicable to the loss.

- (4) The following examples demonstrate how we will settle losses subject to this Condition E.1.k.:

**EXAMPLE NO. 1:**

The insured sustained a covered loss of \$10,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

**POLICY A**

The current policy. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

**POLICY B**

Issued prior to Policy A. Written at a Limit of Insurance of \$50,000 and a Deductible Amount of \$5,000.

The amount of loss sustained under Policy A is \$2,500 and under Policy B is \$7,500.

The highest single Limit of Insurance applicable to this entire loss is \$50,000 written under Policy A. The Policy A Deductible Amount of \$5,000 applies. The loss is settled as follows:

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1. The amount of loss sustained under Policy A. (\$2,500) is settled first. The amount we will pay is nil (\$0.00) because the amount of loss is less than the Deductible Amount (i.e., \$2,500 loss — \$5,000 deductible = \$0.00).

2. The remaining amount of loss sustained under Policy B (\$7,500) is settled next. The amount recoverable is \$5,000 after the remaining Deductible Amount from Policy A of \$2,500 is applied to the loss (i.e., \$7,500 loss — \$2,500 deductible = \$5,000).

The most we will pay for this loss is \$5,000.

#### EXAMPLE NO. 2:

The insured sustained a covered loss of \$250,000 resulting directly from an "occurrence" taking place during the terms of Policy A and Policy B.

##### POLICY A

The current policy. Written at a Limit of Insurance of \$125,000 and a Deductible Amount of \$10,000.

##### POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$150,000 and a Deductible Amount of \$25,000.

The amount of loss sustained under Policy A is \$175,000 and under Policy B is \$75,000.

The highest single Limit of Insurance applicable to this entire loss is \$150,000 written under Policy B. The Policy A Deductible Amount of \$10,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$175,000) is settled first. The amount we will pay is the Policy A Limit of \$125,000 because \$175,000 loss — \$10,000 deductible = \$165,000 which is greater than the \$125,000 policy limit.

2. The remaining amount of loss sustained under Policy B (\$75,000) is settled next. The amount we will pay is \$25,000 (i.e., \$150,000 Policy B limit — \$125,000 paid under Policy A = \$25,000).

The most we will pay for this loss is \$150,000.

#### EXAMPLE NO. 3:

The insured sustained a covered loss of \$2,000,000 resulting directly from an "occurrence" taking place during the terms of Policies A, B, C and D.

##### POLICY A

The current policy. Written at a Limit of Insurance of \$1,000,000 and a Deductible Amount of \$100,000.

##### POLICY B

Issued prior to Policy A. Written at a Limit of Insurance of \$750,000 and a Deductible Amount of \$75,000.

##### POLICY C

Issued prior to Policy B. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

##### POLICY D

Issued prior to Policy C. Written at a Limit of Insurance of \$500,000 and a Deductible Amount of \$50,000.

The amount of loss sustained under Policy A is \$350,000, under Policy B is \$250,000, under Policy C is \$600,000 and under Policy D is \$800,000.

The highest single Limit of Insurance applicable to this entire loss is \$1,000,000 written under Policy A. The Policy A Deductible Amount of \$100,000 applies. The loss is settled as follows:

1. The amount of loss sustained under Policy A (\$350,000) is settled first. The amount we will pay is \$250,000 (i.e., \$350,000 loss — 100,000 deductible = \$250,000).



2. The amount of loss sustained under Policy B (\$250,000) is settled next. The amount we will pay is \$250,000 (no deductible is applied).
3. The amount of loss sustained under Policy C (\$600,000) is settled next. The amount we will pay is \$500,000, the policy limit (no deductible is applied).
4. We will not make any further payment under Policy D as the maximum amount payable under the highest single Limit of Insurance applying to the loss of \$1,000,000 under Policy A has been satisfied.

The most we will pay for this loss is \$1,000,000.

**I. Loss Sustained During Prior Insurance Not Issued By Us Or Any Affiliate**

- (1) If you "discover" loss during the Policy Period shown in the Declarations, resulting directly from an "occurrence" taking place during the Policy Period of any prior cancelled insurance that was issued to you or a predecessor in interest by another company, and the period of time to discover loss under that insurance had expired, we will pay for the loss under this insurance, provided:

- (a) This insurance became effective at the time of cancellation of the prior insurance; and
- (b) The loss would have been covered under this insurance had it been in effect at the time of the "occurrence".

- (2) In settling loss subject to this Condition:

- (a) The most we will pay for the entire loss is the lesser of the Limits of Insurance applicable during the period of loss, whether such limit was written under this insurance or was written under the prior cancelled insurance.

- (b) We will apply the applicable Deductible Amount shown in the Declarations to the amount of loss sustained under the prior cancelled insurance.

- (3) The insurance provided under this Condition is subject to the following:

- (a) If loss covered under this Condition is also partially covered under Condition E.1.k., the amount recoverable under this Condition is part of, not in addition to, the amount recoverable under Condition E.1.k.

- (b) For loss covered under this Condition that is not subject to Paragraph (3)(a), the amount recoverable under this Condition is part of, not in addition to, the Limit of Insurance applicable to the loss covered under this insurance and is limited to the lesser of the amount recoverable under:

- (i) This insurance as of its effective date; or
- (ii) The prior cancelled insurance had it remained in effect.

**m. Other Insurance**

If other valid and collectible insurance is available to you for loss covered under this insurance, our obligations are limited as follows:

**(1) Primary Insurance**

When this insurance is written as primary insurance, and:

- (a) You have other insurance subject to the same terms and conditions as this insurance, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

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(b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations;

whichever is greater. Our payment for loss is subject to the terms and conditions of this insurance.

## **(2) Excess Insurance**

(a) When this insurance is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this insurance.

(b) However, if loss covered under this insurance is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

## **n. Ownership Of Property; Interests Covered**

The property covered under this insurance is limited to property:

(1) That you own or lease; or

(2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this insurance must be presented by you.

## **o. Records**

You must keep records of all property covered under this insurance so we can verify the amount of any loss.

## **p. Recoveries**

(1) Any recoveries, whether effected before or after any payment under this insurance, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this insurance;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this insurance.

(2) Recoveries do not include any recovery:

(a) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or

(b) Of original "securities" after duplicates of them have been issued.

## **q. Territory**

This insurance covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions), Puerto Rico and Canada.

## **r. Transfer Of Your Rights Of Recovery Against Others To Us**

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

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**s. Valuation — Settlement**

(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

(a) Loss of "money" but only up to and including its face value. We will, at your option, pay for loss of "money" issued by any country other than the United States of America:

(i) At face value in the "money" issued by that country; or

(ii) In the United States of America dollar equivalent determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

(b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

(i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

ii. The Limit of Insurance applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

(i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

(ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

(iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs s.(1)(c)(i) through s.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

i. Until the lost or damaged property is actually repaired or replaced; and

ii. Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) We will, at your option, settle loss or damage to property other than "money":

(a) In the "money" of the country in which the loss or damage occurred; or

(b) In the United States of America dollar equivalent of the "money" of the country in which the loss or damage occurred determined by the rate of exchange published in The Wall Street Journal on the day the loss was "discovered".

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- (3) Any property that we pay for or replace becomes our property.

## **2. Conditions Applicable To Insuring Agreement A.1.**

### **a. Termination As To Any Employee**

This Insuring Agreement terminates as to any "employee":

- (1) As soon as:

(a) You; or

(b) Any of your partners, "members", "managers", officers, directors, or trustees not in collusion with the "employee";

learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.

- (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.

We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

### **b. Territory**

We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.g. for a period of not more than 90 consecutive days.

## **3. Conditions Applicable To Insuring Agreement A.2.**

### **a. Deductible Amount**

The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.2.

### **b. Electronic And Mechanical Signatures**

We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

## **c. Proof Of Loss**

You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

## **d. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.g. does not apply to Insuring Agreement A.2.

## **4. Conditions Applicable To Insuring Agreements A.4. And A.5.**

### **a. Armored Motor Vehicle Companies**

Under Insuring Agreement A.5., we will only pay for the amount of loss you cannot recover:

- (1) Under your contract with the armored motor vehicle company; and
- (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

### **b. Special Limit Of Insurance For Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to:

- (1) Precious metals, precious or semiprecious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or
- (2) Manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

## **5. Conditions Applicable To Insuring Agreement A.6.**

### **a. Special Limit Of Insurance For Specified Property**

We will only pay up to \$5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

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**b. Territory**

We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.q. does not apply to Insuring Agreement A.6.

**F. Definitions**

1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any of your partners or "members", or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this insurance has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.

"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this insurance

## 5. "Employee":

## a. "Employee" means:

## (1) Any natural person:

- (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any dishonest act committed by the "employee";
- (b) Who you compensate directly by salary, wages or commissions; and
- (c) Who you have the right to direct and control while performing services for you;

## (2) Any natural person who is furnished temporarily to you:

- (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
- (b) To meet seasonal or short-term work load conditions;

while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";

## (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);

## (4) Any natural person who is:

- (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any "employee benefit plan"; and
- (b) A director or trustee of yours while that person is engaged in handling "funds" or "other property" of any "employee benefit plan";

## (5) Any natural person who is a former "employee", partner, "member", "manager", director or trustee retained as a consultant while performing services for you;

## (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises";

## (7) Any "employee" of an entity merged or consolidated with you prior to the effective date of this policy; or

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(8) Any of your "managers", directors or trustees while:

(a) Performing acts within the scope of the usual duties of an "employee"; or

(b) Acting as a member of any committee duly elected or appointed by resolution of your board of directors or board of trustees to perform specific, as distinguished from general, directorial acts on your behalf.

b. "Employee" does not mean:

Any agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character not specified in Paragraph 5.a.

6. "Employee benefit plan" means any welfare or pension benefit plan shown in the Declarations that you sponsor and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

7. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

8. "Fraudulent instruction" means:

a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;

b. A written instruction (other than those described in Insuring Agreement A.2.) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or

c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

9. "Funds" means "money" and "securities".

10. "Manager" means a person serving in a directorial capacity for a limited liability company.

11. "Member" means an owner of a limited liability company represented by its membership interest, who also may serve as a "manager".

12. "Messenger" means you, or a relative of yours, or any of your partners or "members", or any "employee" while having care and custody of property outside the "premises".

13. "Money" means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and money orders held for sale to the public.

14. "Occurrence" means:

a. Under Insuring Agreement A.1.:

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

(3) A series of acts whether or not related;

committed by an "employee" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

b. Under Insuring Agreement A.2.:

(1) An individual act;

(2) The combined total of all separate acts whether or not related; or

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(3) A series of acts whether or not related;

committed by a person acting alone or in collusion with other persons, involving one or more instruments, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

c. Under All Other Insuring Agreements:

(1) An individual act or event;

(2) The combined total of all separate acts or events whether or not related; or

(3) A series of acts or events whether or not related;

committed by a person acting alone or in collusion with other persons, or not committed by any person, during the Policy Period shown in the Declarations, except as provided under Condition E.1.k. or E.1.l.

**15. "Other property"** means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, electronic data or any property specifically excluded under this insurance.

**16. "Premises"** means the interior of that portion of any building you occupy in conducting your business.

**17. "Robbery"** means the unlawful taking of property from the care and custody of a person by one who has:

- a. Caused or threatened to cause that person bodily harm; or
- b. Committed an obviously unlawful act witnessed by that person.

**18. "Safe burglary"** means the unlawful taking of:

- a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
- b. A safe or vault from inside the "premises".

**19. "Securities"** means negotiable and non-negotiable instruments or contracts representing either "money" or property and includes:

- a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
- b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

**20. "Theft"** means the unlawful taking of property to the deprivation of the Insured.

**21. "Transfer account"** means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":

- a. By means of electronic, telegraphic, cable, teletype, telefacsimile or telephone instructions communicated directly through an electronic funds transfer system; or
- b. By means of written instructions (other than those described in Insuring Agreement A.2.) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

**22. "Watchperson"** means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.

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## GEORGIA CHANGES — CONCEALMENT, MISREPRESENTATION OR FRAUD

COMMERCIAL CRIME  
CR 01 32 07 02

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
GOVERNMENT CRIME COVERAGE FORM  
KIDNAP/RANSOM AND EXTORTION COVERAGE FORM

**A. The Concealment, Misrepresentation or Fraud**  
Condition is replaced by the following:

**CONCEALMENT, MISREPRESENTATION OR  
FRAUD**

We will not pay for any loss or damage in any case  
of:

1. Concealment or misrepresentation of a material  
fact; or

**2. Fraud;**

committed by you or any other insured, at any time,  
and relating to coverage under this insurance.

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## ERISA-INFLATION GUARD

COMMERCIAL CRIME  
CR 70 36 01 16

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY

If at the inception of this policy you have a Limit of Insurance for your "employee benefit plan(s)" that is equal to or greater than that required by ERISA, we agree to automatically increase that Limit of Insurance, to equal the amount required by ERISA at the time you incur the loss, subject to the Other Insurance condition contained in the coverage form. However, in no event shall the overall Limit of Insurance, including the insurance provided by this increase endorsement, exceed the statutory maximum Limit of Insurance required by ERISA for any plan.

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## COMPUTER FRAUD ADDITIONAL EXCLUSIONS

CRIME AND FIDELITY  
CR 79 13 01 09

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY

#### DOCUMENT GENERATION

Loss resulting from the use of a computer to generate counterfeit, misleading or other documents used to facilitate or aid in fraudulently causing a transfer of "money", "securities" or "other property".

#### PHISHING

Loss resulting from the use of information obtained from an insured by deception, through the use or aid of a computer.

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# Comm•Unity® of Faith Crime ElitePac® Endorsement

CRIME AND FIDELITY  
CR 79 19 01 16

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL CRIME COVERAGE FORM GOVERNMENT CRIME COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The Crime Coverage Form made a part of this policy is amended as follows:

#### A. Coverage is provided only for the following Insuring Agreements:

1. Employee Theft with a limit of \$50,000 or the limit shown in the Declarations.
2. Forgery Or Alteration with a limit of \$50,000 or the limit shown in the Declarations.
3. Inside The Premises - Theft of Money and Securities with a limit of \$25,000 or the limit shown in the Declarations.
4. Inside The Premises - Robbery Or Safe Burglary Of Other Property with a limit of \$25,000 or the limit shown in the Declarations.
5. Outside The Premises with a limit of \$25,000 or the limit shown in the Declarations.
6. Computer Fraud with a limit of \$10,000 or the limit shown in the Declarations.

#### B. The following is added to the Inside The Premises - Theft of Money And Securities Insuring Agreement:

You may double the limit of insurance available for the five highest grossing religious holidays which shall include the period two days prior and two days after each religious holiday. The five highest grossing religious holidays will be determined by averaging the receipts over a three-year period for each holiday starting two days prior to the holiday and ending two days after the holiday.

#### C. The following is added to the inside The Premises - Robbery Or Safe Burglary Of Other Property Insuring Agreement:

You may double the limit of insurance available for the five highest grossing religious holidays which shall include the period two days prior and two days after each religious holiday. The five highest grossing religious holidays will be determined by averaging the receipts over a three-year period for

each holiday starting two days prior to the holiday and ending two days after the holiday.

#### D. The following is added to the Outside The Premises Insuring Agreement:

You may double the limit of insurance available for the five highest grossing religious holidays which shall include the period two days prior and two days after each religious holiday. The five highest grossing religious holidays will be determined by averaging the receipts over a three-year period for each holiday starting two days prior to the holiday and ending two days after the holiday.

#### E. Under Section E. Conditions, the first paragraph of the Employee Benefits Plans condition is deleted and replaced by the following:

(1) The "employee benefit plans" shown in the Declarations or that are wholly owned and operated by you for the sole benefit of your "employees" (hereafter referred to as Plan) are included as insureds under the Employee Theft Insuring Agreement.

#### F. The following is added to the definition of "employee":

Any natural person who is a member, cleric, volunteer or member of the governing board of your organization that is a Named Insured under this policy, while such member, cleric, volunteer or member of the governing board is subject to your direction and control and performing services for you.

#### G. Under Section F. Definitions of the Commercial Crime Coverage Form, the "employee benefits plan" definition is deleted and replaced by the following:

"Employee benefit plan" means any welfare or pension benefit plan:

- a. Shown in the Declarations that you sponsor; or
- b. That are wholly owned and operated by you for the sole benefit of your "employees"

and which is subject to the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments thereto.

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# U.S. DEPARTMENT OF LABOR — ERISA PLAN COVERAGE AMENDMENTS

CRIME AND FIDELITY  
SCR 25 47 09 17

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM  
COMMERCIAL CRIME POLICY  
EMPLOYEE THEFT AND FORGERY POLICY

With regard to coverage provided for "employee benefit plans", the provisions of the Coverage Form or Policy to which this endorsement is attached apply, unless modified by this endorsement.

**A. Under Section D. Exclusions:**

**1. In Section D.1.:**

- a. The Acts Committed By You, Your Partners Or Your Members Exclusion** is replaced by the following:

**Acts Committed By You, Your Partners Or Your Members**

Loss resulting from "theft" or any other dishonest or fraudulent act committed by:

- (1) You; or
- (2) Any of your partners or "members"; whether acting alone or in collusion with other persons, except while handling "money", "securities" or "other property" of an "employee benefit plan".

- c. & d. The Confidential Information Exclusion** is replaced by the following:

**Confidential Or Personal Information**

Loss resulting from:

- (1) The disclosure or use of another person's or organization's confidential or personal information, except as provided in Paragraph (2).
- (2) The disclosure of your or an "employee benefit plan" participant's confidential or personal information. However, this Paragraph (2) does not apply to loss otherwise covered under Insuring Agreement A.1. that results directly from the use of your or an "employee benefit plan" participant's confidential or personal information.

For the purposes of this exclusion, confidential or personal information includes, but is not limited to, patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, retirement or health savings account information or any other type of nonpublic information.

**2. In Section D.2.:**

- b. The Trading Exclusion** is deleted.
- c. The Warehouse Receipts Exclusion** is deleted.

**B. Paragraph (3) of the Employee Benefit Plans Condition** is replaced by the following:

- (3) With respect to loss sustained or "discovered" by any such Plan, Insuring Agreement A.1. is replaced by the following:

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from fraudulent or dishonest acts committed by an "employee" whether identified or not, sole proprietor, partner or "member" acting alone or in collusion with other persons while such "employee", sole proprietor, partner or "member" is handling "money", "securities" or "other property" of an "employee benefit plan".

**C. Paragraph a. of the definition of "occurrence" is replaced by the following:**

**a. Under Insuring Agreement A.1.:**

- (1) An individual act;
- (2) The combined total of all separate acts whether or not related; or
- (3) A series of acts whether or not related; committed by an "employee", sole proprietor, partner or "member" acting alone or in collusion with other persons, during the Policy Period shown in the Declarations, before such Policy Period or both.

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Previous Policy Number  
S 2425406

Policy Number  
S 2425406

**SELECTIVE WAY INSURANCE COMPANY**  
40 WANTAGE AVENUE, BRANCHVILLE, NJ 07890

## DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE

<b>Item One - Name of Insured &amp; Mailing Address</b>		<b>Policy Period</b>	
SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		From: SEPTEMBER 30, 2024 To: SEPTEMBER 30, 2025 12:01 A.M., Standard Time At The Insured's Mailing Address.	
<b>Producer:</b>		<b>Producer Number:</b>	
SEE COMMERCIAL POLICY COMMON DECLARATION: IL-7025		00-37124-00000	
<b>Named Insured is: CORPORATION</b>			
<b>Business of the Named Insured: CHURCH</b>			
<b>Limits Of Insurance</b>			
<b>Occurrence Limit</b>	\$1,000,000.00	<b>Aggregate Limit</b>	\$1,000,000.00
<b>Self Retained Limit:</b>	\$ .00		
<b>Schedule of Underlying Insurance and Limits</b>			
<b>Standard Employers Liability or Stop-Gap</b>		<b>Policy No. WC9064992</b>	
<b>Employers Liability Policy</b>			
<b>Company</b>	SELECTIVE INS CO OF AMERI		
<b>Policy Period</b>		<b>Employers Liability Each Accident</b>	\$1,000,000
<b>From:</b>	SEPTEMBER 30, 2024	<b>Disease Each Employee</b>	\$1,000,000
<b>To:</b>	SEPTEMBER 30, 2025	<b>Disease Each Policy</b>	\$1,000,000
<b>Commercial General Liability Policy</b>		<b>Policy No. S 242540605</b>	
<b>Company</b>	SELECTIVE WAY INSURANCE C		
<b>Policy Period</b>		<b>General Aggregate</b>	\$3,000,000
<b>From:</b>	SEPTEMBER 30, 2024	<b>Products-Completed Operations</b>	\$3,000,000
<b>To:</b>	SEPTEMBER 30, 2025	<b>Personal and Advertising Injury Limit</b>	\$1,000,000
		<b>Each Occurrence Limit</b>	\$1,000,000
<b>Automobile Liability Policy</b>		<b>Policy No. S 242540605</b>	
<b>Company</b>	SELECTIVE WAY INSURANCE C		
<b>Policy Period</b>		<b>Bodily Injury and Property</b>	
<b>From:</b>	SEPTEMBER 30, 2024	<b>Damage Combined Each Accident</b>	\$1,000,000
<b>To:</b>	SEPTEMBER 30, 2025		
<b>Premium Schedule:</b>			
<b>Estimated Exposure Base</b>	<b>Rate</b>	<b>Rate Per</b>	<b>Annual Minimum Premium</b>
			<b>Estimated Premium Due</b>
In the event of cancellation by the Named Insured we will receive and retain not less than as the Policy Minimum Premium.			N/A
<b>Forms and Endorsements:</b>			<b>Estimated Total Premium</b>
SEE FORMS AND ENDORSEMENT SCHEDULE: IL-7035			\$4,734.00
<b>SEPTEMBER 12, 2024</b>		<b>MID ATLANTIC REGION</b>	
<b>Issue Date</b>	<b>Issuing Office</b>	<b>Authorized Representative</b>	

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CX-0003 (01/99)

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Coverage Effective Date  
SEPTEMBER 30, 2024

Policy Number  
S 2425406

## DECLARATIONS - COMMERCIAL UMBRELLA LIABILITY COVERAGE SCHEDULE OF UNDERLYING INSURANCE AND LIMITS EXTENSION

### ABUSE OR MOLESTATION LIABILITY

**Company** Selective Way Insurance C  
**Policy No.** S 242540605  
**AGGREGATE LIMIT:** \$1,000,000  
**EACH ABUSIVE CONDUCT LIMIT:** \$1,000,000  
**Policy Period**  
**From:** SEPTEMBER 30, 2024  
**To:** SEPTEMBER 30, 2025

**Employee Benefits**  
**Company** SELECTIVE WAY INSURANCE C  
**Policy No.** S 242540605  
**AGGREGATE LIMIT:** \$3,000,000  
**PER CLAIM LIMIT:** \$1,000,000  
**Policy Period**  
**From:** SEPTEMBER 30, 2024  
**To:** SEPTEMBER 30, 2025

**Company**  
**Policy No.**  
**Policy Period**  
**From:**  
**To:**

**Company**  
**Policy No.**  
**Policy Period**  
**From:**  
**To:**

**Company**  
**Policy No.**  
**Policy Period**  
**From:**  
**To:**

**Company**  
**Policy No.**  
**Policy Period**  
**From:**  
**To:**

20000FS 2425406 295

CX-0004 (01/99)

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# ABUSE OR MOLESTATION LIABILITY COVERAGE PART FOLLOWING FORM LIABILITY COVERAGE ENDORSEMENT

POLICY NUMBER: S 2425406

COMMERCIAL UMBRELLA LIABILITY  
CXL 426 06 10

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

The following is added to **SECTION I — COVERAGES, A. INSURING AGREEMENT:**

7. Excess Following Form Liability Coverage Over Underlying Claims Made or Occurrence Coverage for Scheduled Coverage Part(s):
  - a. We will pay, on behalf of the insured, the "ultimate net loss" in excess of the Limits of Liability of the "underlying insurance" listed in the Declarations for the Coverage Parts of the Scheduled Policies listed below provided that:
    - (1) The "ultimate net loss" is caused by an "occurrence" happening in the "coverage territory" during the policy period; and
    - (2) Coverage must be afforded by the Coverage Parts of the Scheduled Policies or coverage would have been afforded but for the exhaustion of the each "ABUSE" OR "MOLESTATION" **Limit of Liability** shown in the Declarations for the Coverage Parts of the Scheduled Policies.
  - b. The Limits of Liability of the "underlying insurance" for the Coverage Parts of the Scheduled Policies will apply even if:
    - (1) The "underlying insurer" claims the insured failed to comply with any condition of the policy, or
    - (2) The "underlying insurer" becomes bankrupt or insolvent.

Coverage under this Endorsement will not apply to any "ultimate net loss" for which coverage exists under any other provision of this policy nor shall the Limit of Insurance of this policy be increased as a result of the existence of this Endorsement.

Coverage under this Endorsement follows the form of the Coverage Parts of the Scheduled Policies and is subject to the same terms, conditions, agreements, exclusions and definitions as those contained in the Coverage Parts of the Scheduled Policies unless otherwise provided in this Coverage Part or its endorsements.

### SECTION V — DEFINITIONS:

The definition of "occurrence" is amended to include "abuse" or "molestation" as defined by the Coverage Parts of the Scheduled Policies.

All other terms and conditions of the coverage part remain unchanged.

### SCHEDULE OF POLICIES

Policy Number	Issuing Company	Policy Coverage Part Title	Policy Period
S 2425406	SWIC	Abuse or Molestation Coverage Part	09/30/2024 - 09/30/2025

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# COMMERCIAL UMBRELLA LIABILITY COVERAGE

COMMERCIAL UMBRELLA LIABILITY  
CXL 4 04 03

Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II -- WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning — refer to **SECTION V — DEFINITIONS**.

In return for the payment of the premium, and subject to all terms and conditions of this Coverage Part, we agree with you to provide the insurance as stated in this Coverage Part.

## SECTION I — COVERAGES

### A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" or offense that may involve this insurance and settle any resultant claim or "suit", for which we have the duty to defend. But:

- a. The amount we will pay for the "ultimate net loss" is limited as described in **Section III — Limits of Insurance**; and

- b. Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgements or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section I — Coverages, C. Supplementary Payments**.

2. This insurance applies to "bodily injury", or "property damage" only if:
  - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - b. The "bodily injury" or "property damage" occurs during the policy period; and
  - c. Prior to the policy period, no insured listed under Paragraph A. of **Section II — Who Is An Insured** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

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3. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph A. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
4. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph A. of Section II — Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
  - a. Reports all, or any part of the "bodily injury" or "property damage" to us or any other insurer;
  - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
  - c. Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.
5. Damages because of that "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
6. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## B. Exclusions

This insurance does not apply to:

### 1. Aircraft or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

- a. Owned by any insured;
- b. Chartered without crew by or on behalf of any insured; or

- c. Owned and operated by any employee of an insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

### 2. Contractual Liability

Any obligation or liability assumed by the insured under any contract or agreement.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

### 3. Damage to Impaired Property or Property not Physically Injured

"Property damage" to "impaired property" or property that has not been physically destroyed or injured, arising out of;

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

### 4. Damage to Property

"Property damage" to:

- a. Property
  - (1) You own including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
  - (2) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

- b. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- c. That particular part of real property on which you or any other contractors or subcontractors, working directly or indirectly on your behalf, are performing operations, if the "property damage" arises out of those operations; or
- d. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs c. and d. of this exclusion do not apply to the extent that coverage is provided for the insured by "underlying insurance".

#### 5. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

#### 6. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### 7. Expected or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

#### 8. Employer's Liability

"Bodily injury" to:

- a. An employee of the insured arising out of and in the course of employment by the insured; or

- b. The spouse, child, parent, brother or sister of that employee as a consequence of a. above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

#### 9. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (1), (2) or (3) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

#### 10. E.R.I.S.A.

Any obligation of the insured under the Employers' Retirement Income Security Act and any amendments thereto or any similar federal, state or local statute.

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**11. Auto Coverages**

Any loss, cost or expense payable under or resulting from any first party "bodily injury" or "property damage" coverage, automobile no-fault law, uninsured motorists or underinsured motorists law or any similar law.

**12. Workers Compensation and Similar Laws**

Any obligation of the insured under a workers compensation, unemployment compensation or disability benefits law, or under any similar law.

**13. Liquor Liability**

"Bodily injury", "property damage" or "personal and advertising injury" for which the insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

**14. Personal and Advertising Injury****a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period. All "personal and advertising injury" arising out of publication of the same or similar material subsequent to the beginning of the policy period is also excluded.

**d. Willful Violation Of Penal Statute Or Ordinance**

"Personal and advertising injury" arising out of the willful violation of a penal statute or ordinance committed by or with the knowledge or consent of the insured.

**e. Breach Of Contract**

"Personal and advertising injury" arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

**f. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**g. Quality Or Performance Of Goods — Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

**h. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement" of copyright, trade dress or slogan.

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**i. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 13.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself considered the business of advertising, broadcasting, publishing or telecasting.

**j. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

**k. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**15. Pollution**

Any damages arising out of the "pollution hazard". But, this exclusion does not apply with respect to "pollution hazard" coverage provided in any "Underlying insurance", except:

- a. Any "underlying insurance" "pollution hazard" coverage provided with "sub-limits"; or

- b. Any coverage provided in "underlying insurance" claims-made coverage for the "Pollution Hazard".

This exclusion applies whether or not the "Pollutant" has any function in your business, operations, premises, site or location.

**16. Professional Services**

"Bodily injury", "property damage" or "personal and advertising injury" due to rendering or failure to render any professional service. This includes but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications;
- c. Supervisory, inspection or engineering services;
- d. Medical, surgical, dental, x-ray or nursing services treatment, advice or instruction;
- e. Any health or therapeutic treatment, advice or instruction;
- f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- h. Body piercing services;
- i. Professional health care services as a pharmacist;
- j. Law enforcement or firefighting services; and
- k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

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**17. Racing or Stunting Activities**

"Bodily injury" or "property damage" arising out of the ownership or any insured's use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition or stunting activity or contest.

**18. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**19. War**

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

- a. War, including undeclared or civil war; or
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution usurped power, or action taken by governmental authority in hindering or defending against any of these.

**C. Supplementary Payments**

1. When the duty to defend exists under this coverage part, we will pay, with respect to any claim, we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur;
- b. The cost of:
  - (1) Bail bonds up to \$3,000; or

- (2) The cost of appeal bonds to release attachments, but only for bond amounts with the applicable limit of insurance.

We do not have to furnish these bonds;

- c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claims or "Suit", including actual loss of earnings up to \$250 a day because of time off from work;
- d. All costs taxed against the insured in the "Suit";
- e. Prejudgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgement interest based on the period of time after the offer;
- f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have:
  - (1) Paid, or offered to pay; or
  - (2) Deposited in court;

The part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the Limits of Insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement to which "underlying insurance" applies;
- b. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same contract or agreement to which "underlying insurance" applies;
- c. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

d. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree we can assign the same counsel to defend the insured and the indemnitee; and

e. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provide us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorney's fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorney's fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments, or settlements, or the conditions set forth above, or the terms of the agreement described in Paragraph e. above, are no longer met.

3. If we are prevented by law or otherwise from carrying out the provisions of Section C. Supplementary Payments, we will pay any expense incurred with our written consent.

## SECTION II — WHO IS AN INSURED

A. Except for liability arising out of the ownership, maintenance, or use of "covered autos":

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above; or

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in (1)(a) or (b) above.

(2) "Property damage" to property:

(a) Owned, occupied, or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

You, any of your "employees", "volunteer workers", or any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. With Respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any other person or organization insured under any policy of "underlying insurance". The coverage afforded such insureds under this policy will be not broader than the "underlying insurance" except for this policy's Limits of Insurance.

5. Any additional insured under any policy of "underlying insurance" will automatically be insured under this insurance

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "underlying insurance", subject to **Section III — Limits of Insurance**.

Additional insured coverage provided by this insurance will not be broader than coverage provided by "underlying insurance".

6. Any person using an aircraft you charter with pilot or air crew, and any person legally responsible for the use of the aircraft provided its actual use is with your permission; except no coverage is afforded:

a. The owner, pilot or air crew of the aircraft or any other person operating it; or

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- b. Any manufacturer of aircraft, aircraft engines or aviation accessories, or any aviation sales, service or repair organization or airport or hangar operator or any of their "Employees".
- 7. Any organization you newly acquire or form other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period set forth in the Declarations, whichever is earlier; and
  - b. Coverage is applicable only in excess of the limits of "underlying insurance", and you must add the organization to your "underlying insurance" as soon as practicable, advising us of the addition. We may then adjust the premium charges.
  - c. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - d. Coverage does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- B. Only with respect to liability arising out of the ownership, maintenance, or use of "covered autos":
  - 1. You are an insured.
  - 2. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
    - a. The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semi-trailer connected to a "covered auto" you own.
    - b. Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

- c. Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- d. Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered auto.
- e. A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
- 3. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

No person is an insured as respects "Bodily Injury" to a fellow "employee" unless such insurance is provided the insured by "underlying insurance".

### SECTION III — LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the provisions below fix the most we will pay regardless of the number of:
  - 1. Insureds;
  - 2. Claims made or "suits" brought or number of vehicles involved; or
  - 3. Persons or organizations making claims or bringing "suits".
- B. Subject to D. below, The Occurrence Limit is the most we will pay for the "ultimate net loss" because of "bodily injury" and "property damage" arising out of any one "occurrence".
- C. Subject to D. below, the Occurrence Limit is the most we will pay for the "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

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**D. The Aggregate Limit** is the most we will pay for all "ultimate net loss" because of "bodily injury", "property damage" and "personal and advertising injury" regardless of the number of covered "occurrences" during each annual period of this policy, except:

1. The aggregate limit shall apply separately to and in excess of each aggregate limit of the "underlying policy".
2. The aggregate limit does not apply to "auto" liability arising out of the ownership, maintenance, use or entrustment of any "covered auto". Use includes operation, "loading or unloading".

**E. The Aggregate limit** as described in **D.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months. The policy period begins with the effective date shown on the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be part of the last preceding period.

**F. If the applicable limit of insurance of the "underlying policy" is less than stated in the Declarations because the aggregate limit of insurance of the "underlying policy" has been reduced or exhausted, we will, subject to the Limits of Insurance and all other provisions of this policy:**

1. Pay in excess of the reduced underlying limit of insurance; or
2. Continue in force as "underlying insurance" until this policy expires or until our aggregate limit is exhausted;

provided such reduction or exhaustion is solely the result of damages paid because of an "occurrence" during this policy period.

**G. If the applicable limit of insurance of an "underlying policy" is a "sub-limit", this insurance will not apply, whether or not such "sub-limit" has been reduced by any payments under the "underlying policy".**

**H. If the applicable limit of insurance of the "underlying policy" is more than that stated in the Declarations this insurance becomes excess of such higher limits of insurance.**

## SECTION IV — CONDITIONS

### A. Appeals

If the insured or the insured's "underlying insurer" elects not to appeal a judgment in excess of the underlying or "retained limit", we may elect to make such appeal at our cost and expense. We shall be liable, in addition to the applicable limit of insurance, for any taxable costs, payments and incidental interest. In no event shall our liability for "ultimate net loss" exceed the amount applicable to any one "occurrence" including all expenses of the appeal.

### B. Bankruptcy

Your bankruptcy, insolvency or receivership, or, that of your estate, will not relieve us of our obligations under this Coverage Part.

In the event of bankruptcy, insolvency or receivership of any "underlying insurer", this policy will not apply as a replacement of the bankrupt or insolvent insurer. Our Limits of Insurance will only apply in excess of the minimum required limits of "Underlying Insurance" stated in this Coverage Part.

### C. Duties In The Event Of Occurrence, Claim Or Suit

1. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- a. How, when and where the "occurrence" or offense took place;
- b. The names and addresses of any injured persons and witnesses; and
- c. The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. If a claim is made or "suit" is brought against any insured, you must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

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**3. You and any other involved insured must:**

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

4. No insureds will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense other than for first aid, without our consent.

**D. Expanded Coverage Territory**

1. If a claim or "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico, or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the claim or "suit". We will reimburse the insured, under Supplementary Payments, for any approved expenses incurred for the defense of such "suit" or claim seeking damages to which this insurance applies, that we would have been paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such claims on the insured's behalf, we will reimburse the insured for such sums.

2. All payments or reimbursements we make for damages because of judgements or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

4. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgements or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

**E. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

1. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
2. To sue us under this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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**F. Loss Payable**

Liability under this Coverage Part shall not apply unless and until the insured or insured's "underlying insurer" has become obligated to pay the "retained limit". Such obligation by the insured to pay part of the "ultimate net loss" shall have been previously determined by a final settlement or judgement after an actual trial or written agreement between the insured, claimant and us.

**G. Maintenance Of Underlying Insurance**

Each policy of "underlying insurance" must remain in force for the full term of this policy except:

1. For changes agreed to by us in writing;
2. For any reduction of the aggregate limits of such "underlying insurance" because of payment of claims, settlements or judgements arising out of occurrences during the policy period.

If you do not maintain "Underlying Insurance", we will pay only those damages or injuries that would have been paid had "Underlying insurance" been maintained.

**H. Other Insurance**

1. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has the duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

2. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
  - a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - b. The total of all deductible and self-insured amounts under all that other insurance.

**I. Premium Audit**

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
2. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
3. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

**J. Premiums**

The First Named Insured shown in the Declarations will be:

1. Responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

The premium is fully earned if the Limits of Insurance are used up prior to the end of the policy period.

**K. Representations or Fraud**

By accepting this policy, you agree that:

1. The statements in the application and Declarations, and any subsequent notice relating to "underlying insurance", are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this policy in reliance upon your representations.
4. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

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**L. Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies as if each Named Insured were the only Named Insured, and separately to each insured against whom claim is made or "suit" is brought.

**M. Transfer of Rights of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request the insured will bring "suit" or transfer those rights to us and help us enforce them. Any recovery will be applied in the following order:

1. To any person or insurer who may have paid for liability in excess of our limit of liability;
2. To us up to the amount we paid under this policy; and, then
3. To any person or insurer to the extent that the person or insurer is entitled to claim the remaining amount, if any.

Reasonable expenses incurred in the exercise of rights of recovery will be shared among all interests on a pro rata basis according to their respective losses.

**N. Underlying Insurance**

The limits of "underlying insurance" shall apply, no matter what defense the "underlying insurer" may use because of the insured's failure to comply with any condition of the "underlying insurance" following an "occurrence". You must inform us promptly of any changes in "underlying insurance". We may make adjustments to our premium charges for this policy from the date of the changes to the "underlying insurance". We must also be notified within 30 days if any coverage is canceled or aggregate limit exhausted.

**O. When We Do Not Renew**

If we decide not to renew this Coverage, we will mail or deliver to the first Named Insured shown in the Declarations, written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V — DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness, disease or disability sustained by a person, including death from any of these at any time including mental anguish or mental injury sustained by a person who has suffered a covered "bodily injury" as defined in this paragraph.
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

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7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work"; or your fulfilling the terms of the contract or agreement.

9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

10. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an "auto", aircraft or watercraft;
- b. While it is in or on an "auto", aircraft or watercraft;
- c. While it is being moved from an "auto" aircraft or watercraft to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the "auto", aircraft or watercraft.

11. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "Mobile Equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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**12. "Occurrence" means:**

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "bodily injury" or "property damage". All damages arising from continuous or repeated exposure to substantially the same general conditions shall be deemed one "Occurrence".
- b. An offense that results in "personal and advertising injury". This does not include an offense committed with actual malice. All damages that arise from the same general conditions shall be deemed to arise from one "Occurrence". All damages involving the same injurious act, regardless of the frequency, repetition or the number or kind of media used, or the number of claimants shall be deemed to arise from one "occurrence".

**13. "Personal and advertising injury" means injury, including consequential "bodily injury" arising out of one more of the following offenses:**

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. Wrongful eviction from, wrongful entry into or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies; committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication in any manner of material that violates a person's right of privacy; or
- e. Oral or written publication in any manner of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or service.
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- h. Discrimination because of race, religion, age, sex or physical disability.

This does not apply:

- (1) To offenses committed by or at the direction of the insured; or

- (2) If insurance for such offenses is prohibited by law;

committed during the policy period.

**14. "Pollutants" mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.****15. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any "pollutants" arising out of the discharge, dispersal, seepage, migration, release or escape of such "pollutants".**

"Pollution hazard" includes losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including but not limited to any governmental obligation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, in any way respond to, or assess the effects of "pollutants".

**16. "Products-completed operations hazard"**

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned.

- b. "Your work" will be deemed completed at the earliest of the following times:

- (1) When all the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site;
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise completed, will be treated as completed.



- c. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of it;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials;
- (3) Products or operations for which "underlying insurance" classifications or manual rules include products or completed operations coverage.

**17. "Property damage" means:**

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18. "Retained limit" means the greater of:**

- a. The total of the limits as shown in the Declarations for the coverage(s) in question, and the limits of any other insurance not shown in the declarations that is valid and collectible; or
- b. The limit shown in the Declarations as the "self-retained limit".

However, "retained limit" does not mean any "sub-limit".

**19. "Self-retained limit" means the dollar amount shown in the Declarations to be paid by an insured if no "underlying insurance" or any other insurance applies to an "occurrence" covered under this policy. The "self-retained limit" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits. These provisions do not apply to any "sub-limit" which has been reduced or exhausted.**

**20. "Sub-limit" means a limit of insurance of the "underlying policy" which:**

- a. As originally granted at the effective date of the "underlying policy", or
- b. At its original addition by endorsement to that "underlying policy" is an amount less than that stated in the Declarations of this policy.

**21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:**

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

**22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.**

**23. "Ultimate net loss" means the total of the following sums for each "occurrence" to which this policy applies:**

- a. All sums for which the insured becomes legally obligated to pay as damages, either by reason of adjudication or settlement or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.. This includes deduction for recoveries and salvages paid or to be paid.

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b. All expenses, other than defense settlement expenses provided in **Section I — Coverages, C. Supplementary Payments** incurred by or on behalf of the insured in the investigation, negotiation, settlement and defense of any "suit" seeking damages under this policy. However, the salaries of the insured's regular employees are excluded.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the section titled Schedule of Underlying Insurance and Limits.

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the schedule of "underlying insurance".

26. "Underlying policy" means a policy providing "Underlying insurance" or any other applicable insurance.

27. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representation made at any time with respect to the fitness, quality, durability, performance, or use of your work; and

(2) The providing of or failure to provide warnings or instructions.

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## ASBESTOS EXCLUSION

COMMERCIAL UMBRELLA LIABILITY  
CXL 17 10 99

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

1. It is agreed that this insurance does not apply to any loss or damage relating to the actual, alleged, or threatened presence of, or exposure to, "asbestos," including inhalation, ingestion, irritation, absorption or other similar physical exposure to "asbestos." Such presence of, or exposure to, "asbestos" includes, but is not limited to:
  - a. structures or manufacturing processes containing "asbestos";
  - b. the disposal of "asbestos" or goods, products or materials containing "asbestos";
  - c. the storing or presence of "asbestos" or goods, products or materials containing "asbestos"; or
  - d. the removal of "asbestos" from any goods, products, materials, structures or manufacturing processes, whether or not such "asbestos" is airborne.
2. We shall have no obligation under this coverage part:
  - a. to investigate, settle or defend any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the presence of, or exposure to, "asbestos"; or
  - b. to pay any damages, judgments, settlements, losses, costs or expenses of any kind or nature that may be awarded or incurred by reason of any such claim or suit or any such actual or threatened injury or damage from "asbestos"; or
  - c. for any losses, costs or expenses arising out of any obligation, order, direction or request of or upon any insured or others, including, but not limited to, any governmental obligation, order, direction or request, to test for, monitor, clean up, remove, contain, treat, neutralize, in any way respond to, or assess the effects of "asbestos."
3. "Asbestos" includes asbestos, asbestos fibers, asbestos materials, and asbestos products, or any goods or products containing asbestos or asbestos fibers, materials, or products.

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## PROPERTY OF OTHERS EXCLUSION

COMMERCIAL UMBRELLA LIABILITY  
CXL 63 01 99

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to "Property Damage" to:

1. Property rented or occupied by the insured;
2. Property loaned to the insured;
3. Property in the care, custody or control of the insured.

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## RACING OR STUNTING ACTIVITIES EXCLUSION

COMMERCIAL UMBRELLA LIABILITY  
CXL 65 04 24

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

**SECTION I — COVERAGES, B. Exclusions, 17. Racing or Stunting Activities** is replaced by the following:

**17. Racing or Stunting Activities**

"Bodily injury" or "property damage" arising out of the ownership or use of any "auto", "mobile equipment" or watercraft in any racing, speed or demolition contest, stunting activity, driver skill racing training, racing school, race driving experience or racing adventure program or while practicing or preparing for such contest or activity.

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**PERSONAL RELIGIOUS COUNSELING LIABILITY LIMITATION**COMMERCIAL UMBRELLA LIABILITY  
CXL 113 07 14**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

- A.** This insurance does not apply to any actual or alleged "damages" for "counseling error(s)".

This exclusion does not apply to the extent that liability coverage for "personal religious counseling" is provided for the insured by "underlying insurance".

- B. SECTION II — WHO IS AN INSURED** is replaced by the following, but only with respect to the coverage afforded by this endorsement:

Each of the following is an insured:

1. You; and
2. Your officially appointed or elected clergy; or
3. Officers, directors, trustees or members of your board of governors, or similar governing body, or
4. Your "lay counselor(s)",  
but only while acting within the scope of their official duties in providing "personal religious counseling" on your behalf.

- C. SECTION V — DEFINITIONS** is amended as follows, but only with respect to the coverage afforded by this endorsement.

The following definitions are added:

1. "Counseling error(s)" means any actual or alleged act, error, or omission by any insured arising out of "personal religious counseling" done by or for you. For the purpose of determining the limits of insurance, any "counseling error" together with all related counseling errors" sustained by any one person will be considered one "counseling error."

2. "Damages" means:

- a. Monetary damages awarded against an insured on that part of the judgment we pay;
- b. Punitive or exemplary damages where permitted by law; and
- c. A monetary settlement with an accompanying release of liability.

"Damages" does not include:

- a. Civil, criminal, administrative or other fines or penalties;
- b. Judgments or awards because of acts deemed uninsurable by law; or
- c. Equitable relief, injunctive relief or declarative relief or any other relief or recovery other than money.

3. "Lay counselor" means a member of your congregation, your "employee" or other volunteer trained in religious counseling and authorized by your officially appointed or elected clergy, or your officers, directors, trustees or members of your board of governors, or similar governing body to provide "personal religious counseling" on behalf of your organization.

4. "Personal religious counseling" means counseling for personal and spiritual issues performed in the context of religious teachings to ten or fewer persons provided by you, your officially appointed or elected clergy, your officers, directors, trustees or members of your board of governors or similar governing body, your "lay counselor(s)", or by others for whom you are legally liable.

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## WATERCRAFT LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY  
CXL 119 10 19

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Paragraph 1. Aircraft or Watercraft under SECTION I, B. Exclusions is deleted in its entirety and replaced by the following:

##### 1. Aircraft or Watercraft

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, operation, use, entrustment to others, or "loading or unloading" of watercraft or aircraft.

With respect to any aircraft, this exclusion does not apply to liability assumed under any contract or agreement.

With respect to any watercraft, this exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

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## **RELIGIOUS INSTITUTIONS DIRECTORS AND OFFICERS LIMITATION**

COMMERCIAL UMBRELLA LIABILITY  
CXL 121 01 99

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

This insurance does not apply to any legal obligation to pay any claim or claims made against the insured for damages because of any actual or alleged error or misstatement or misleading statement or act or omission or neglect or breach of duty committed individually or collectively by any directors, officers, trustee or members of an official Board of Governors or similar governing body while acting within the scope of their duties as such, or any other person designated by the insured as a director, officers, trustee or member of an official Board of Governors or similar governing body in their capacity as such.

Except, this endorsement does not apply to the extent that coverage is provided for the insured by "Underlying Insurance."

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## **PERSONAL AND ADVERTISING INJURY LIABILITY LIMITATION**

COMMERCIAL UMBRELLA LIABILITY  
CXL 132 04 03

### **THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

#### **COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM**

This insurance does not apply to any claims made or "suits" brought against the insured for liability arising out of "personal and advertising injury".

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

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# GEORGIA CHANGES — CANCELLATION AND NONRENEWAL

COMMERCIAL UMBRELLA LIABILITY  
CXL 169 02 24

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

#### A. Paragraph A.1. of the **Cancellation** Common Policy Condition is replaced by the following:

1. The first Named Insured shown in the Declarations may cancel this policy by:
  - a. Returning this policy to us; or
  - b. Giving us or our authorized agent advance notice of cancellation in one of the following ways:
    - (1) Orally;
    - (2) Electronically; or
    - (3) Mailing or delivering to us written notice;

stating a future date on which the policy is to be cancelled, subject to the following:

- a. If only the interest of the first Named Insured is affected, the effective date of cancellation will be either the date;
  - (1) The policy is returned to us;
  - (2) We receive notice from the first Named Insured; or
  - (3) Specified in the notice;
 whichever is later.

However, upon receiving a notice of cancellation from the first Named Insured, we may waive the requirement that the notice state the future date of cancellation, by confirming the date and time of cancellation to the first Named Insured.

- b. If by statute, regulation or contract this policy may not be cancelled unless notice is given to a governmental agency, mortgagee or other third party, we will mail or deliver at least 10 days notice to the first Named Insured and the third party as soon as practicable after receiving the first Named Insured's request for cancellation.

Our notice will state the effective date of cancellation, which will be the later of the following:

- (1) 10 days from the date of mailing or delivering our notice, or
- (2) The effective date of cancellation stated in the first Named Insured's notice to us.
- c. In the event of oral cancellation, we shall, within 10 days provide the first Named Insured, electronically or in writing, confirmation of such requested cancellation.
- d. We may require the first Named Insured provide written, electronic or other recorded verification of the request for cancellation prior to such cancellation to take effect.

#### B. Paragraph A.5. of the **Cancellation** Common Policy Condition is replaced by the following:

##### 5. Premium Refund

- a. If this policy is cancelled, we will send the first Named Insured any premium refund due.
- b. If we cancel, the refund will be pro rata, except as provided in c. below.



- c. If the cancellation results from failure of the first Named Insured to pay, when due, any premium to us or any amount, when due, under a premium finance agreement, then the refund may be less than pro rata. Calculation of the return premium at less than pro rata represents a penalty charged on unearned premium.
- d. If the first Named Insured cancels, the refund may be less than pro rata.
- e. The cancellation will be effective even if we have not made or offered a refund.

**C. The following is added to the ~~Cancellation~~ Common Policy Condition and supersedes any other provisions to the contrary:**

If we decide to:

- 1. Cancel or nonrenew this policy; or
- 2. Increase current policy premium by more than 15% (other than any increase due to change in risk, exposure or experience modification or resulting from an audit of auditable coverages); or
- 3. Change any policy provision which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. § 33-24-47(g);

then:

We will mail or deliver notice of our action (including the dollar amount of any increase in renewal premium of more than 15%) to the first Named Insured and lienholder, if any, at the last mailing address known to us. Except as applicable as described in Paragraph D. below, we will mail or deliver notice at least:

- a. 10 days before the effective date of cancellation if this policy has been in effect less than 60 days or if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if this policy has been in effect 60 or more days and we cancel for a reason other than nonpayment of premium; or
- c. 45 days before the expiration date of this policy if we decide to nonrenew or increase the premium; or
- d. 45 days prior to the effective date of the proposed change which would limit, restrict or remove coverage and which would result in a reduction of coverage as specified in GA. CODE ANN. § 33-24-47(g).

**D. With respect to a policy that is written to permit an audit, the following is added to the ~~Cancellation~~ Common Policy Condition:**

If you fail to submit to or allow an audit for the current or most recently expired term, we may cancel this policy subject to the following:

- 1. We will make two documented efforts to send you and your agent notification of potential cancellation. After the second notice has been sent, we have the right to cancel this policy by mailing or delivering a written notice of cancellation to the first Named Insured at least 10 days before the effective date of cancellation, but not within 20 days of the first documented effort.
- 2. If we cancel this policy based on your failure to submit to or allow an audit, we will send the written notice of cancellation to the first Named Insured at the last known mailing address by certified mail or statutory overnight delivery with return receipt requested.



## EMPLOYEE BENEFITS LIABILITY LIMITATION

COMMERCIAL UMBRELLA LIABILITY  
CXL 211 04 03

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to damage sustained by an "employee", prospective "employee", former "employee" or their beneficiaries or legal representatives in the "administration" of the insured's Employee Benefits Program, caused by a negligent act, error or omission of the insured or any other person for which the insured is legally liable.

Except, this exclusion does not apply to the extent that coverage is provided for the insured by the terms and conditions of the Employee Benefits Program Liability provided by the "underlying policy" of insurance set forth in the schedule of "underlying insurance".

#### ADDITIONAL DEFINITION:

##### ADMINISTRATION:

- a. Giving counsel, other than legal counsel, about the Employee Benefits Program;
- b. Providing information about the content of the Employee Benefits Program;
- c. Handling records in connection with the Employee Benefits Program; and
- d. Enrolling, terminating or cancelling any "employee's" or former "employee's" participation in a plan included in your Employee Benefits Program;

Provided all such acts are authorized by you.

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## EXCLUSION — LEAD HAZARD

COMMERCIAL UMBRELLA LIABILITY  
CXL 318 04 03

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

This insurance does not apply to:

- a. "Bodily injury" arising out of the ingestion, inhalation, or absorption of lead in any form;
- b. "Property damage" or "personal and advertising injury," arising from the presence of lead in any form; or
- c. Any loss, cost or expense arising out of any orders by, or on behalf of, any governmental authority to test for, monitor, cleanup, remove, contain, treat, detoxify, or neutralize in any form.

at or from any premises, sites or locations which are, or were at any time, owned by, rented to, loaned to, or used by any insured, or arising from operations by any insured.

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## FUNGI OR BACTERIA EXCLUSION

COMMERCIAL UMBRELLA LIABILITY  
CXL 383 07 02

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

A. Section I Coverages, B. Exclusions is amended by the addition of the following provision.

#### Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for consumption.

B. The following definition is added to the Definitions Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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## CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

COMMERCIAL UMBRELLA LIABILITY  
CXL 388 01 15

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

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## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

COMMERCIAL UMBRELLA LIABILITY  
CXL 400 04 03

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

#### I. The insurance does not apply

##### A. Under any Liability Coverage, to "bodily injury" or "property damage":

- (1) With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, with any person or organization.

##### B. Under any Liability Coverage, to "bodily injury" and "property damage" resulting from "hazardous properties" of "nuclear material", if:

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property there at.

#### II. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radio-active contamination of property.

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## SILICA OR SILICA-RELATED DUST EXCLUSION

COMMERCIAL UMBRELLA LIABILITY  
CXL 412 03 05

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

**A. This insurance does not apply to:**

**Silica or Silica-Related Dust**

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to existence of, or presence of, "silica" or "silica-related dust".
3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. Definitions**

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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**EXCLUSION — EMPLOYMENT PRACTICES LIABILITY**COMMERCIAL UMBRELLA LIABILITY  
CXL 453 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

- A. Exclusion B.9. Employment Related Practices of SECTION I — COVERAGES** is deleted in its entirety and replaced by the following:

This insurance does not apply to any liability for any claim based upon, arising out of, directly or indirectly resulting from "employment practices wrongful acts", whether or not such coverage is provided for by the "underlying insurance".

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. The following is added to SECTION V — DEFINITIONS:**

1. "Employment Practices Wrongful Acts" means any of the following employment related acts: if alleged by or on behalf of a claimant:
  - a. violations of any federal, state, or local civil rights laws;
  - b. wrongful dismissal, discharge, discipline, or termination of employment whether actual or constructive;
  - c. breach of a written or oral employment contract or implied employment contract;
  - d. demotion, denial of tenure, failure or refusal to hire or promote, or wrongful deprivation of a career opportunity;
  - e. negligent reassignment, hiring, supervision, evaluation, training, or retention;
  - f. misrepresentations;
  - g. defamation (including libel and slander), invasion of privacy, false arrest, detention, or imprisonment;
  - h. sexual or workplace harassment;
  - i. any violation of employment discrimination laws based upon such person's race, sex, religion, sexual orientation, disability, marital status, pregnancy, age, national origin, veteran status or any other status that is protected pursuant to any foreign, federal, state, or local statutory law or common law;
  - j. failure to prevent the existence of an abusive or hostile work environment;
  - k. wrongful infliction of emotional distress, mental anguish, or humiliation;
  - l. retaliatory treatment of an "employee" alleged to be because such individual:
    - a. exercised his or her rights under law, including rights under workers compensation laws, the Family and Medical Leave Act, the Americans with Disabilities Act, or any other law relating to employee rights;
    - b. refused to violate any law or opposed any unlawful practice;
    - c. assisted or testified in or cooperated with any legal proceeding or formal governmental investigation regarding alleged violations of law by you;
    - d. disclosed or expressed an intent to disclose to a superior or to any governmental agency any alleged violations of law; or
    - e. filed or expressed intent to file any claim against you under the Federal False Claims Act or any other similar foreign, federal, state, or local "whistle blower" law.

**COMMERCIAL UMBRELLA LIABILITY 2015 CHANGES**COMMERCIAL UMBRELLA LIABILITY  
CXL 462 11 15**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

## COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

**A. Paragraph 1. of SECTION I — COVERAGES, B. Exclusions is replaced by the following:****1. Aircraft Or Watercraft**

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the ownership, maintenance, operation, use, including "loading or unloading" or entrustment to others of watercraft over 50 feet in length or any aircraft.

- a. Owned by any insured;
- b. Chartered without crew by or on behalf of any insured; or
- c. Owned and operated by any employee of an insured.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of watercraft over 50 feet in length or any aircraft subject to Paragraphs a., b., or c.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent; or
- (2) Liability assumed under any contract or agreement.

**B. Paragraph 13. of SECTION I — COVERAGES, B. Exclusions is replaced by the following:****13. Liquor Liability**

This insurance does not apply to "bodily injury" or "property damage" for which any insured may be held liable by reason of:

- a. Causing or contributing to the intoxication of any person;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- i. The supervision, hiring, employment, training or monitoring of others by that insured; or
- ii. Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

If the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph a., b. or c. above.

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However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance". Coverage provided will follow the provisions, exclusions and limitations of the "underlying insurance" unless otherwise directed by this insurance.

However, if CXL 50 is attached to the Policy, the provisions of that endorsement apply in lieu of the above.

**C. Subparagraphs b. and c. under 14. Personal and Advertising Injury of SECTION I — COVERAGES, B. Exclusions are replaced by the following:**

This insurance does not apply to:

**b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

**c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

**D. Paragraph 16. Professional Services of SECTION I — COVERAGES, B. Exclusions is replaced by the following:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes, but is not limited to:

- a. Legal, accounting or advertising services;
- b. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- c. Engineering services, including related supervisory or inspection services;
- d. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- e. Any health or therapeutic service treatment, advice or instruction;
- f. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- g. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- h. Body piercing services;
- i. Services in the practice of pharmacy;
- j. Law enforcement or firefighting services; and
- k. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

This exclusion does not apply to the extent that coverage is provided for the insured by "underlying insurance".

**E. The following is added to SECTION I — COVERAGES, B. Exclusions:**

**Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

This insurance does not apply to:

- (1) Damages because of "bodily injury", "property damage" or "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**F. The following is added to SECTION I — COVERAGES, B. Exclusions:**

**Recording And Distribution Of Material Or Information In Violation Of Law**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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**PUBLIC OR LIVERY PASSENGER CONVEYANCE,  
TRANSPORTATION NETWORK AND ON-DEMAND  
DELIVERY SERVICES EXCLUSION**

COMMERCIAL UMBRELLA LIABILITY  
CXL 482 04 23

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph B.**

**Exclusions of SECTION I --- COVERAGES:**

This insurance does not apply to:

**Public Or Livery Passenger Conveyance And  
On-demand Services**

Any "covered auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a "covered auto" is being used by an insured who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the "covered auto"; or
- b. By an insured who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the "covered auto".

However, this exclusion does not apply to business activities performed by an insured that are directly related to the Named Insured(s) listed in the Declarations.

**B. Additional Definitions**

As used in this endorsement:

1. "Delivery network platform" means an online enabled application or digital network used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers; for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

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## EXCLUSION — CYBER LIABILITY AND DATA BREACH RESPONSE COVERAGE

COMMERCIAL UMBRELLA LIABILITY  
CXL 497 06 20

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

The following is added to **SECTION 1, COVERAGES**,  
Paragraph B. **EXCLUSIONS**:

#### **Cyber Liability and Data Breach Response Coverage Part Exclusion:**

If we or any of our affiliates have issued to you a policy that includes the **Cyber Liability and Data Breach Response Coverage Part** (inclusive of all forms bearing a CB prefix), no coverage exists for "ultimate net loss" in excess of the "retained limit" because of "bodily injury", "property damage" or "personal and advertising injury" covered by - or that, but for the exhaustion of policy limits, would be covered by - the **Cyber Liability and Data Breach Response Coverage Part**. The **Commercial Umbrella Liability Coverage Part** does not apply in excess of the **Cyber Liability and Data Breach Response Coverage Part**.

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## DEFINITION OF SUB-LIMIT AMENDED

COMMERCIAL UMBRELLA LIABILITY  
CXL 510 01 23

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

Paragraph 20. under **SECTION V — DEFINITIONS** is replaced by the following:

20. "Sub-limit" means a limit of insurance on the "underlying policy" which:
- a. As originally granted at the effective date of the "underlying policy", or
  - b. At its original addition by endorsement to that "underlying policy";
- is an amount less than that stated on the Schedule of Underlying Insurance and Limits for the "underlying policy" in the Declarations of this policy.

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## AMENDMENT TO WHO IS AN INSURED — ADDITIONAL INSUREDS

COMMERCIAL UMBRELLA LIABILITY  
CXL 515 01 23

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

#### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

**SECTION II — WHO IS AN INSURED** is amended as follows:

- A. Paragraph A.5. is deleted in its entirety.
  - B. The following is added:
    - C. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.
- Subject to **SECTION III — LIMITS OF INSURANCE**, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
  - b. Available under the applicable Limits of Insurance;
- whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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## EXCLUSION - PERFLUOROALKYL AND POLYFLUOROALKYL SUBSTANCES (PFAS)

COMMERCIAL UMBRELLA LIABILITY  
CXL 517 09 23

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

**A. The following exclusion is added to Paragraph B. Exclusions of SECTION I — COVERAGES:**

This insurance does not apply to:

Perfluoroalkyl And Polyfluoroalkyl Substances

1. "Bodily injury", "property damage" or "personal and advertising injury" which would not have occurred, in whole or in part, but for the actual, alleged, threatened or suspected inhalation, ingestion, absorption, consumption, discharge, dispersal, seepage, migration, release or escape of, contact with, exposure to, existence of or presence of any "perfluoroalkyl or polyfluoroalkyl substances".
2. Any loss, cost or expense arising out of, in whole or in part, the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, re-mediating or disposing of, or in any way responding to, or assessing the effects of, "perfluoroalkyl or polyfluoroalkyl substances", by any insured or by any other person or entity.

**B. The following definition is added to SECTION V - DEFINITIONS:**

"Perfluoroalkyl or polyfluoroalkyl substances" means any:

1. Chemical or substance that contains one or more alkyl carbons on which hydrogen atoms have been partially or completely replaced by fluorine atoms, including but not limited to:
  - a. Polymer, oligomer, monomer or nonpolymer chemicals and their homologues, isomers, telomers, salts, derivatives, precursor chemicals, degradation products, or by-products;
  - b. Perfluoroalkyl acids (PFAA), such as perfluorooctanoic acid (PFOA) and its salts, or perfluorooctane sulfonic acid (PFOS) and its salts;
  - c. Perfluoropolyethers (PFPE);
  - d. Fluorotelomer-based substances; or
  - e. Side-chain fluorinated polymers; or
2. Good or product, including containers, materials, parts or equipment furnished in connection with such goods or products, that consists of or contains any chemical or substance described in Paragraph B.1.

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# EXCLUSION — VIOLATION OF LAW ADDRESSING DATA PRIVACY (INCLUDING BIOMETRIC INFORMATION)

COMMERCIAL UMBRELLA LIABILITY  
CXL 519 09 23

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

### A. The following is added to Paragraph B. Exclusions of SECTION I - COVERAGES:

This insurance does not apply to:

#### Violation Of Law Addressing Data Privacy

"Bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

1. Any action or omission that violates or is alleged to violate any current or future federal, state or local statute, ordinance, regulation, common law or other law that addresses, prohibits, or limits access to, use of or the recording, printing, dissemination, distribution, disclosure, obtaining, collecting, capturing, possessing, storing, protecting, safeguarding, retention, sending, transmitting, communicating, releasing, destruction, disposal, selling, leasing, purchasing or trading of any other types for profit, of any person's or organization's confidential or personal material or information including financial, health, "biometric information" or other nonpublic material or information, including but not limited to:
  - a. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law; or
  - b. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

2. Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation, common law or other law described in Paragraph 1. above, including but not limited to the European Union's General Data Protection Regulation.

Paragraphs 1. and 2. above include the violation of any policies or practices enacted in support of such laws as well as violations of any subsequent rules or regulations promulgated thereunder.

### B. The following is added to SECTION V — DEFINITIONS:

"Biometric information" means:

1. Any biometric identifier including but not limited to retina or iris scan, fingerprint, voiceprint or scan of hand or face geometry; or
2. Any information, regardless of how it is captured, converted, stored or shared, based on an individual's biometric identifier used to identify an individual.

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We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy.

20000FS 2425406 340

A handwritten signature in black ink, appearing to read "Michael H. [unclear]".

Secretary

A handwritten signature in black ink, appearing to read "J. H. [unclear]".

President and CEO



MISC-1597 (02/20)

INSURED'S COPY



# **EXHIBIT B**





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 London, KY 40742  
 Fax: 877-233-0917

Insured: Renovation Church Of Atlanta, Inc. Dba. Renovation Church  
 Property: 1775 WATER PL SE  
 ATLANTA, GA 30339  
 Business: 1775 Water Pl Se  
 Atlanta, GA 30339-2031  
 Home: 1775 WATER PL SE  
 ATLANTA, GA 30339

E-mail: FINANCE@RENOVATIONCHURCH.COM

Claim Rep.: Jeff Sparks

Business: (470) 990-6612  
 E-mail: jeffrey.sparks@selective.com

Estimator: Jeff Sparks

Business: (470) 990-6612  
 E-mail: jeffrey.sparks@selective.com

Reference:

Company: SELECTIVE WAY INSURANCE COMPANY

**Claim Number:** 22712083

**Policy Number:** S 2425406

**Type of Loss:** HAIL

**Date Contacted:** 1/14/2025 10:32 AM

**Date of Loss:** 6/6/2023 12:00 AM

**Date Received:** 1/13/2025 12:00 AM

**Date Inspected:** 1/28/2025 10:00 AM

**Date Entered:** 1/14/2025 10:08 AM

**Date Est. Completed:** 2/13/2025 10:13 AM

**Price List:** GAAT8X\_JAN25

Restoration/Service/Remodel

**Estimate:** RENOVATION\_CHURCH\_  
 Q4

**Important! Please Read First:**

This estimate is prepared using prevailing prices of building materials and labor in your area. The decision to use and the choice of any particular contractor is entirely insured's privilege and ultimate responsibility. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact your adjuster immediately. Any request for supplemental funds must be made prior to the supplemental work being performed, or such requests cannot be honored.

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**RENOVATION\_CHURCH\_O4****HVAC**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
1. Heat, Vent, & Air Conditioning (Bid Item)/per HVACi report*									
1.00 EA	72,620.16	0.00	0.00	72,620.16	0/NA	Avg.	NA	(42,517.98)	30,102.18
34 of 39 units sustain physical damage to the HVAC coils.									
<b>Totals: HVAC</b>		<b>0.00</b>	<b>0.00</b>	<b>72,620.16</b>				<b>42,517.98</b>	<b>30,102.18</b>

**Roof**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
2. R&R Cap flashing - large									
636.67 LF	31.34	769.73	4,144.58	24,867.55	25/35 yrs	Avg.	71.43%	(9,713.31)	15,154.24
3. R&R Drip edge - PVC/TPO clad metal									
1,132.70 LF	7.64	403.01	1,811.38	10,868.22	25/35 yrs	Avg.	71.43%	(5,085.65)	5,782.57
4. R&R Flat roof exhaust vent / cap - gooseneck 8"									
4.00 EA	101.88	6.48	82.80	496.80	25/35 yrs	Avg.	71.43%	(81.77)	415.03
5. R&R Exhaust cap - through flat roof - PVC/TPO/Rubber									
9.00 EA	146.79	48.55	273.94	1,643.60	25/35 yrs	Avg.	71.43%	(612.67)	1,030.93
6. R&R Gravity roof ventilator - 18"									
19.00 EA	367.95	305.16	1,459.24	8,755.45	25/35 yrs	Avg.	71.43%	(3,850.77)	4,904.68
7. R&R Metal roofing									
1,285.00 SF	7.69	118.73	2,000.08	12,000.46	0/75 yrs	Avg.	0%	(0.00)	12,000.46
<b>Totals: Roof</b>		<b>1,651.66</b>	<b>9,772.02</b>	<b>58,632.08</b>				<b>19,344.17</b>	<b>39,287.91</b>

**Gutter**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
8. R&R Gutter / downspout - box - aluminum - 7" to 8"									
1,596.70 LF	24.41	1,707.19	8,136.52	48,819.16	25/25 yrs	Avg.	75% [M]	(22,620.29)	26,198.87
<b>Totals: Gutter</b>		<b>1,707.19</b>	<b>8,136.52</b>	<b>48,819.16</b>				<b>22,620.29</b>	<b>26,198.87</b>

**Debris Removal**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
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**CONTINUED - Debris Removal**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
9. Dumpster load - Approx. 40 yards, 7-8 tons of debris									
1.00 EA	950.00	0.00	190.00	1,140.00	0/NA	Avg.	NA	(0.00)	1,140.00
<b>Totals: Debris Removal</b>		<b>0.00</b>	<b>190.00</b>	<b>1,140.00</b>				<b>0.00</b>	<b>1,140.00</b>
<b>Line Item Totals:</b>		<b>3,358.85</b>	<b>18,098.54</b>	<b>181,211.40</b>				<b>84,482.44</b>	<b>96,728.96</b>
<b>RENOVATION_CHURCH_O4</b>									

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

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**Summary for Building**

Line Item Total	159,754.01
Material Sales Tax	3,358.85
Subtotal	163,112.86
Overhead	9,049.27
Profit	9,049.27
<b>Replacement Cost Value</b>	<b>\$181,211.40</b>
Less Depreciation	(84,482.44)
<b>Actual Cash Value</b>	<b>\$96,728.96</b>
Less Deductible	(1,000.00)
<b>Net Claim</b>	<b>\$95,728.96</b>
Total Recoverable Depreciation	84,482.44
<b>Net Claim if Depreciation is Recovered</b>	<b>\$180,211.40</b>

Jeff Sparks

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**Recap of Taxes, Overhead and Profit**

	<b>Overhead (10%)</b>	<b>Profit (10%)</b>	<b>Material Sales Tax (6%)</b>	<b>Storage Rental Tax (6%)</b>	<b>Local Food Tax (2%)</b>
<b>Line Items</b>	9,049.27	9,049.27	3,358.85	0.00	0.00
<b>Total</b>	<b>9,049.27</b>	<b>9,049.27</b>	<b>3,358.85</b>	<b>0.00</b>	<b>0.00</b>

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**Recap by Room****Estimate: RENOVATION\_CHURCH\_O4**

<b>HVAC</b>	<b>72,620.16</b>	<b>45.46%</b>
<b>Roof</b>	<b>47,208.40</b>	<b>29.55%</b>
<b>Gutter</b>	<b>38,975.45</b>	<b>24.40%</b>
<b>Debris Removal</b>	<b>950.00</b>	<b>0.59%</b>

**Subtotal of Areas****159,754.01 100.00%****Total****159,754.01 100.00%**

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**Recap by Category with Depreciation**

<b>O&amp;P Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
<b>GENERAL DEMOLITION</b>	4,211.94		4,211.94
<b>ROOFING</b>	45,000.28	18,249.22	26,751.06
<b>SOFFIT, FASCIA, &amp; GUTTER</b>	37,921.63	21,339.90	16,581.73
<b>O&amp;P Items Subtotal</b>	87,133.85	39,589.12	47,544.73
<b>Non-O&amp;P Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
<b>HEAT, VENT &amp; AIR CONDITIONING</b>	72,620.16	42,517.98	30,102.18
<b>Non-O&amp;P Items Subtotal</b>	72,620.16	42,517.98	30,102.18
<b>O&amp;P Items Subtotal</b>	87,133.85	39,589.12	47,544.73
<b>Material Sales Tax</b>	3,358.85	2,375.34	983.51
<b>Overhead</b>	9,049.27		9,049.27
<b>Profit</b>	9,049.27		9,049.27
<b>Total</b>	181,211.40	84,482.44	96,728.96

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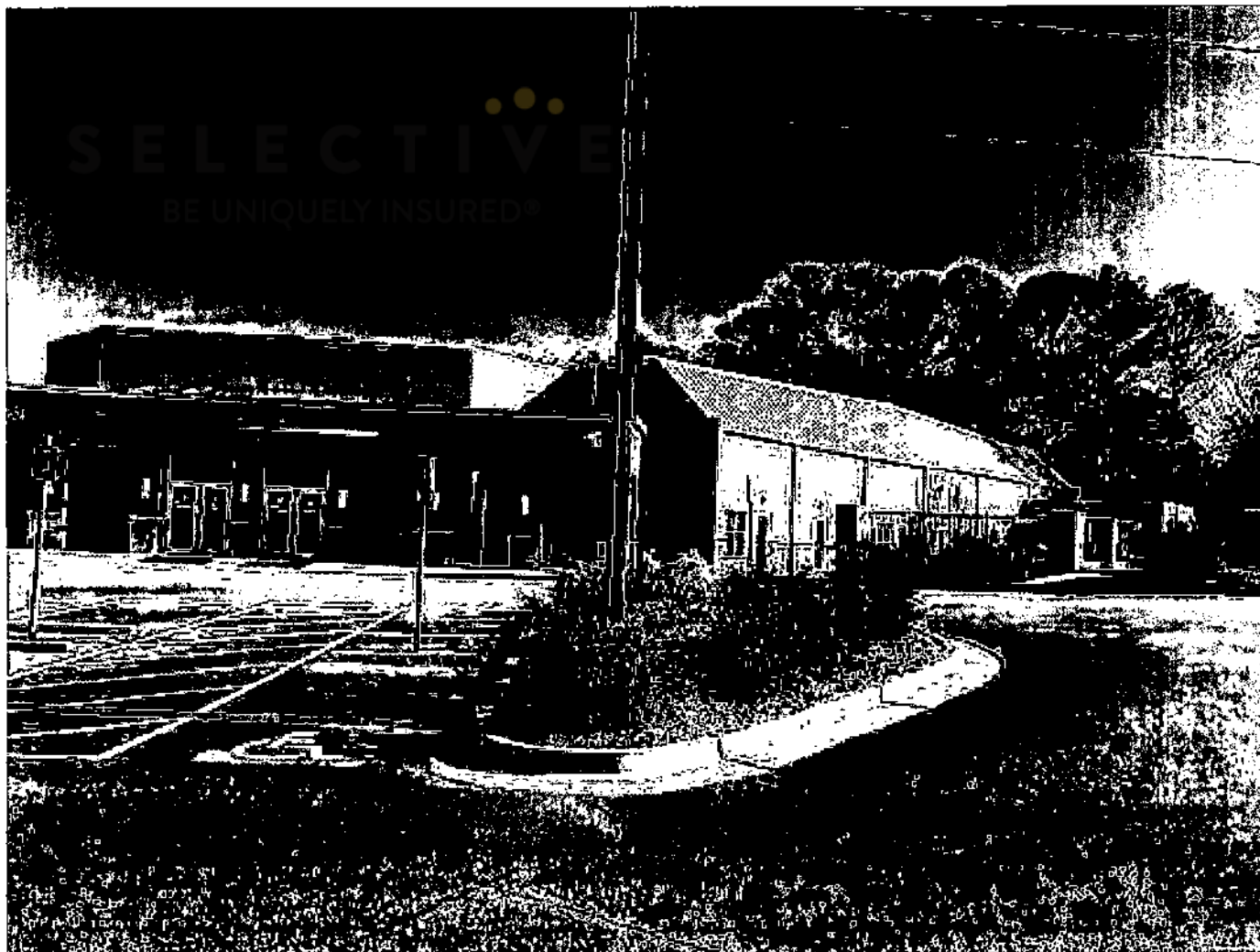
1 1-IMG\_0240  
RISK OVERVIEW

Date Taken: 1/28/2025

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2-IMG\_0241

Date Taken: 1/28/2025

RISK OVERVIEW

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RISK OVERVIEW

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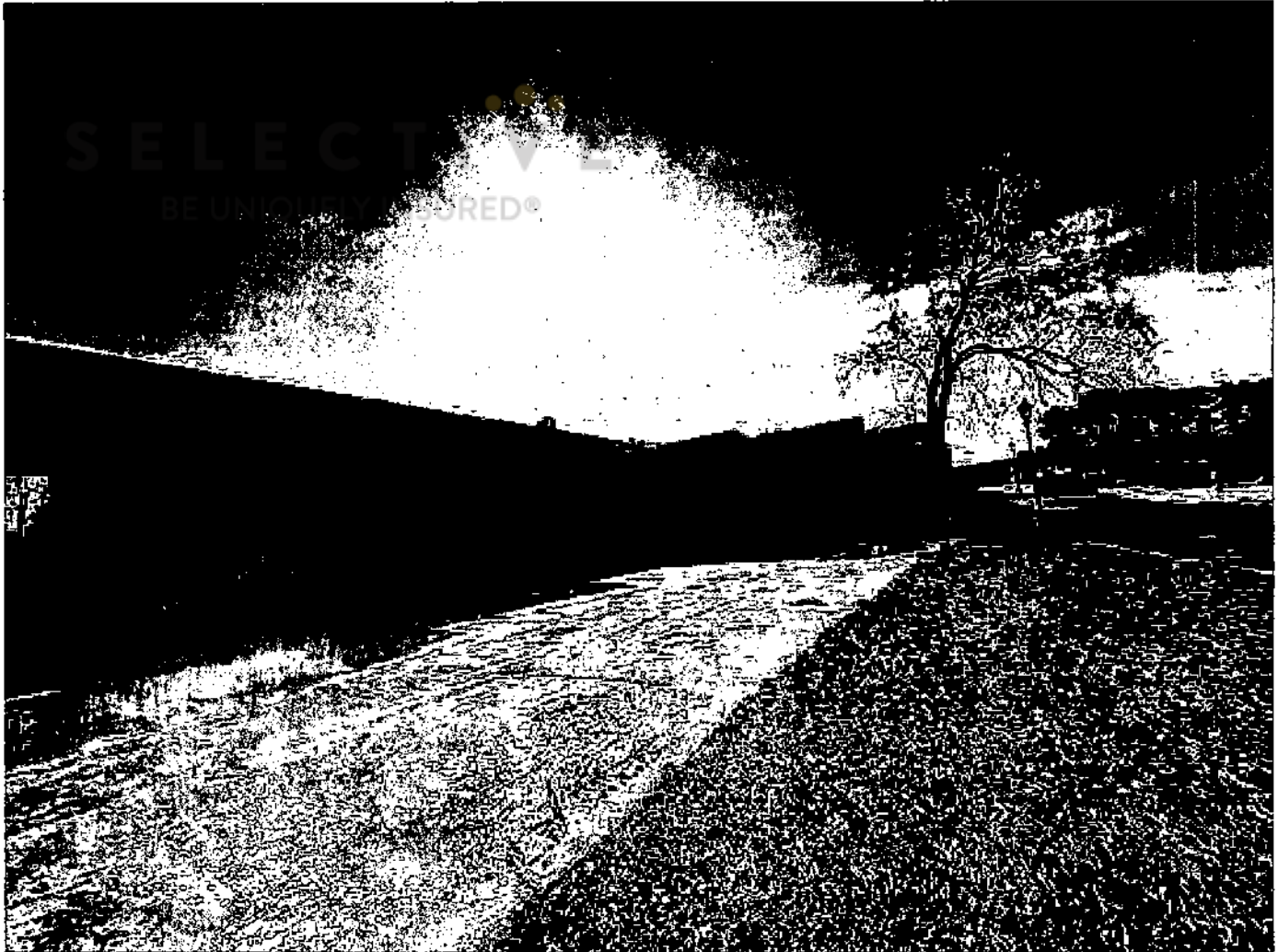
Date Taken: 1/28/2025

ELEVATION PHOTOS

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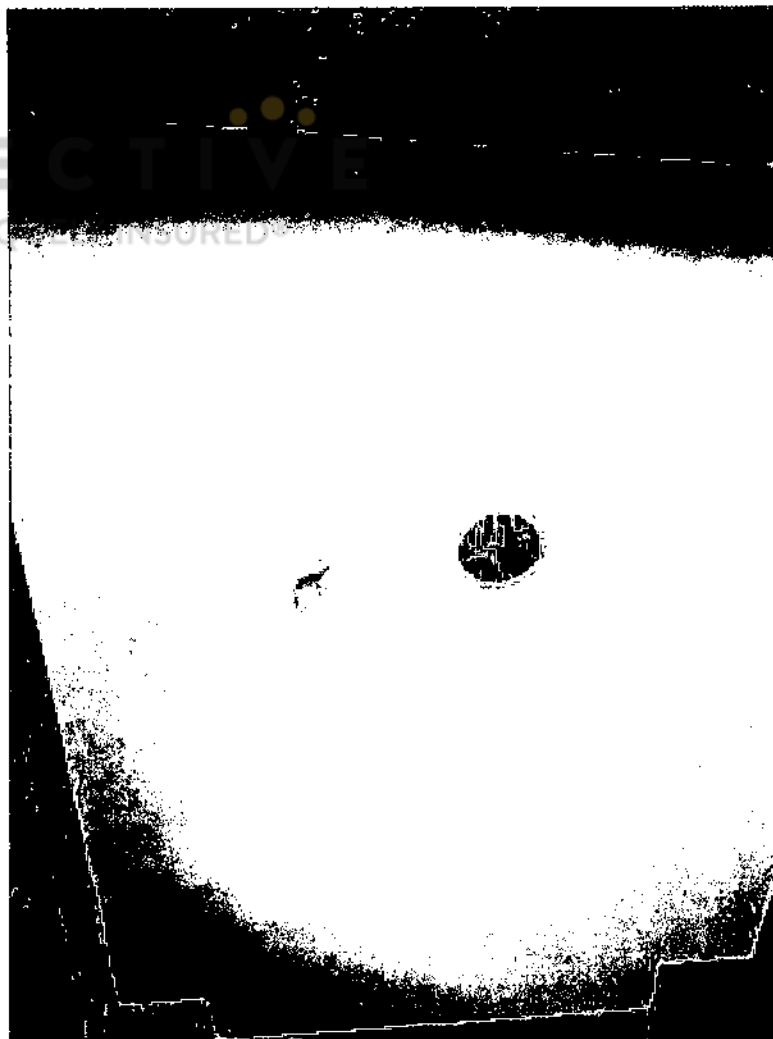
Date Taken: 1/28/2025

ELEVATION PHOTOS

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6 6-IMG\_0245 Date Taken: 1/28/2025  
FRONT - UNDER PORCH DAMAGE FROM IMPROPER INSTALLATION TO FLAT ROOF

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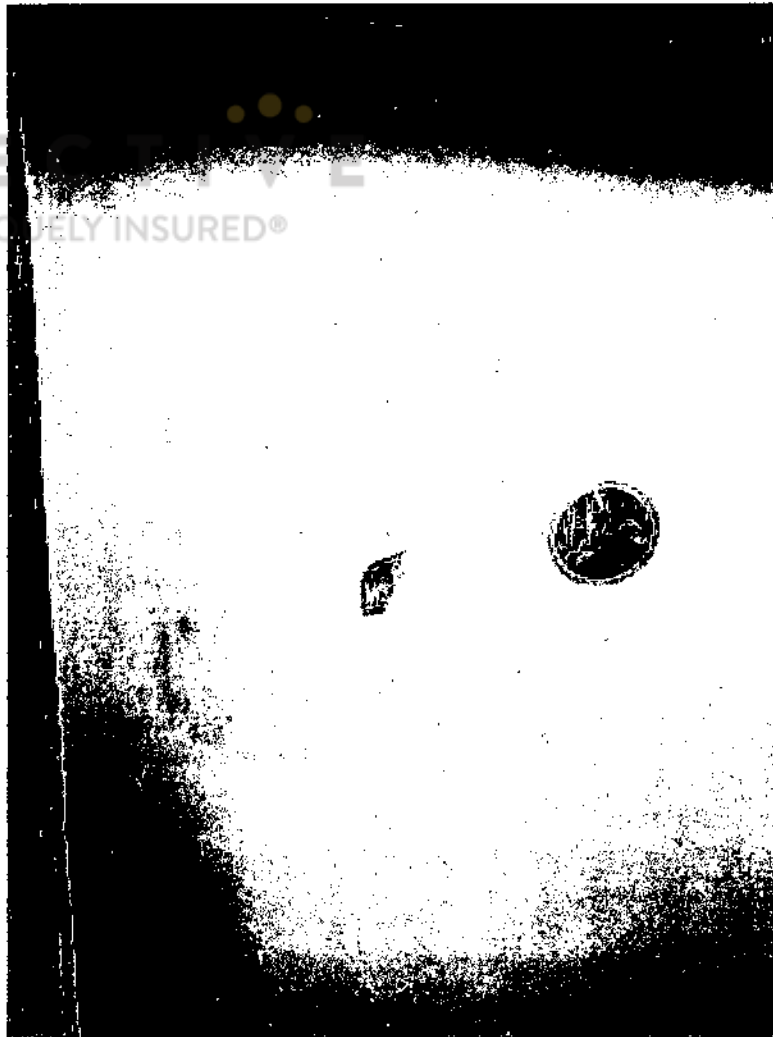
Date Taken: 1/28/2025

FRONT - UNDER PORCH DAMAGE FROM IMPROPER INSTALLATION TO FLAT ROOF

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FRONT - UNDER LATCH DAMAGE FROM IMPROPER INSTALLATION TO FLAT ROOF

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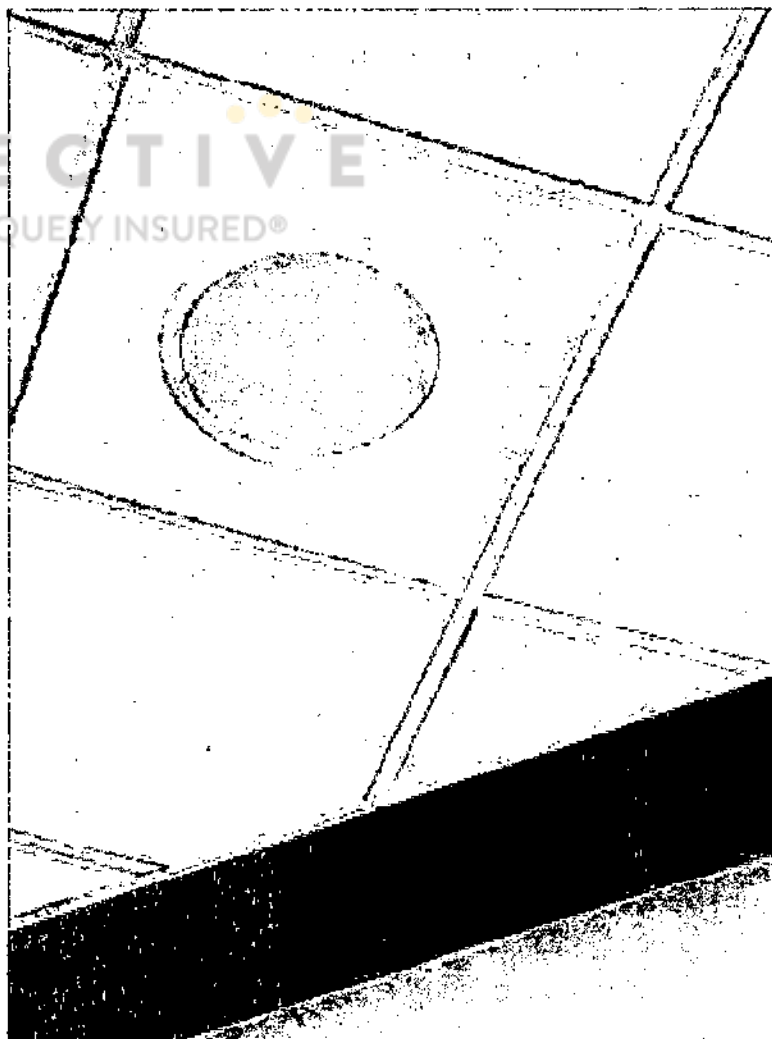


9 9-IMG\_0248 Date Taken: 1/28/2025  
FRONT FOYER WINDOW GLASS CRACKED - PER INSURED CONTACT "JEN " THE WINDOW WAS  
PREVIOUSLY CRACKED WHEN THE BUIKDING WAS ACQUIRED BY RENOVATION CHURCH

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10

10-IMG\_0249

Date Taken: 1/28/2025

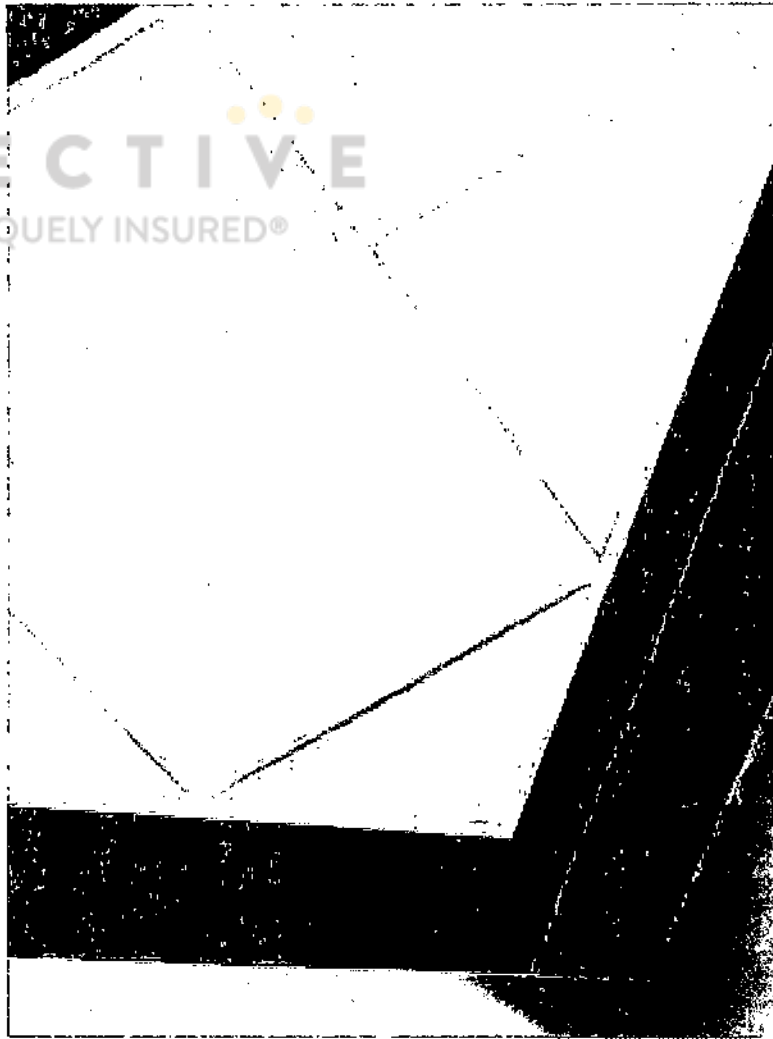
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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11 11-IMG\_0250

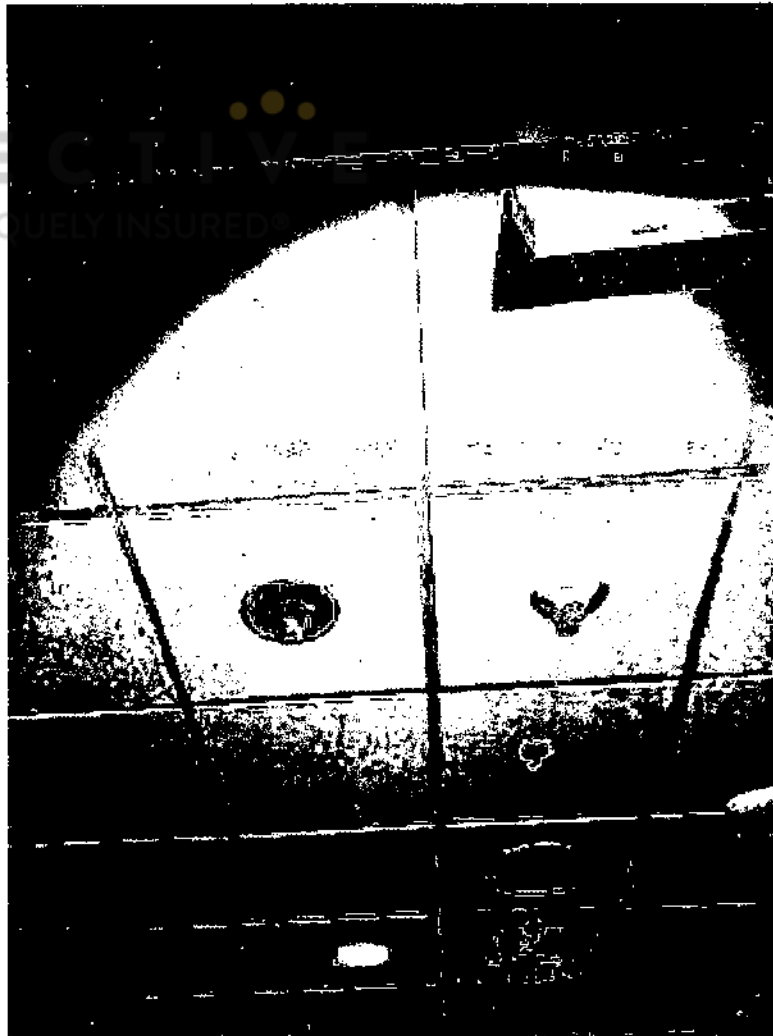
Date Taken: 1/28/2025

FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE BUILDING: "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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12 12-IMG\_0251 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER LEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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13 13-IMG\_0252

Date Taken: 1/28/2025

FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

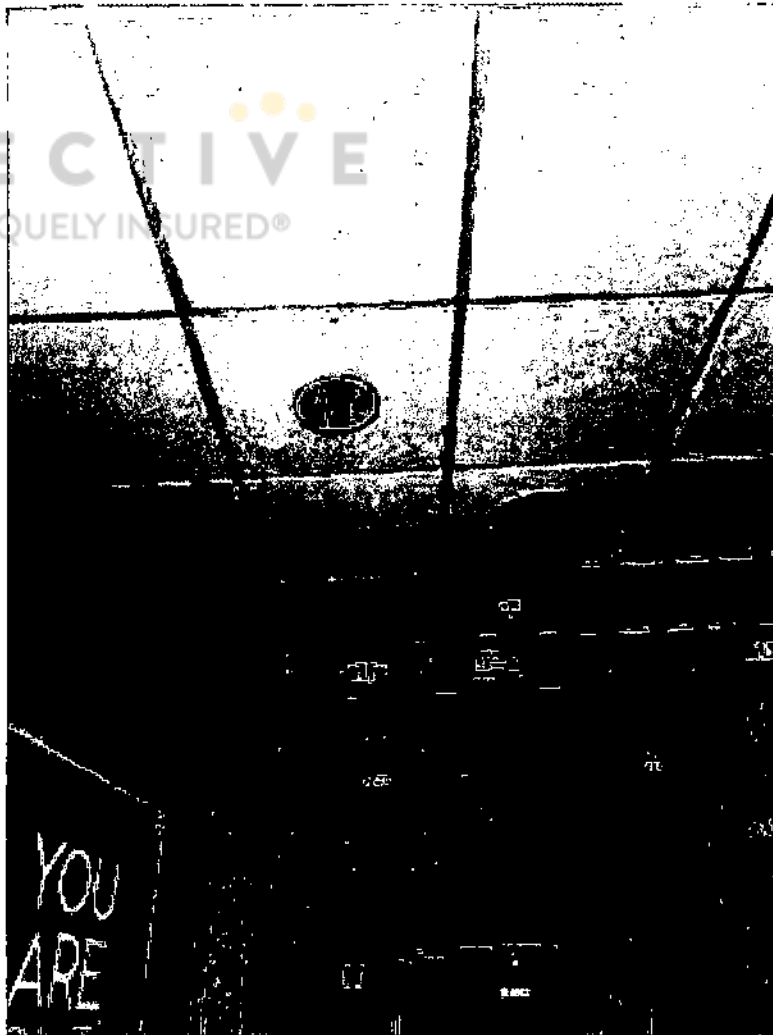
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14

14-IMG\_0253

Date Taken: 1/28/2025

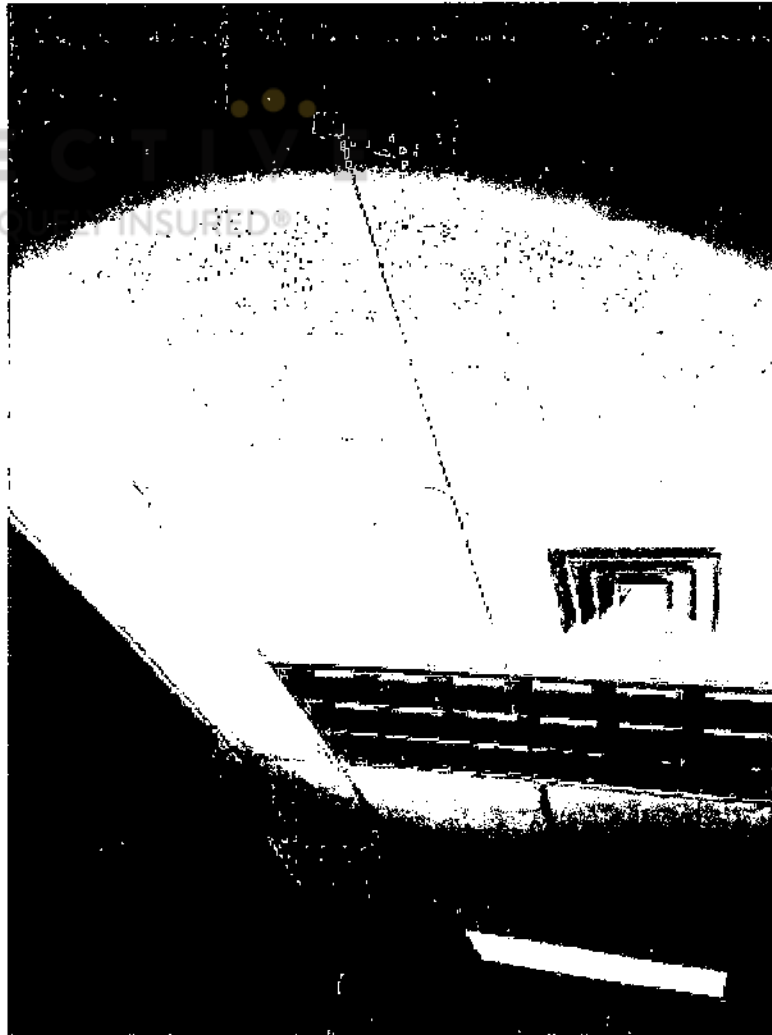
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING: "PFO JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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- 15 15-IMG\_0254 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING: "FEER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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16 16-IMG\_0255 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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17 17-IMG\_0256 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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18 18-IMG\_0257 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
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- 19 19-IMG\_0258 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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20 20-IMG\_0259 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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21 21-IMG\_0260

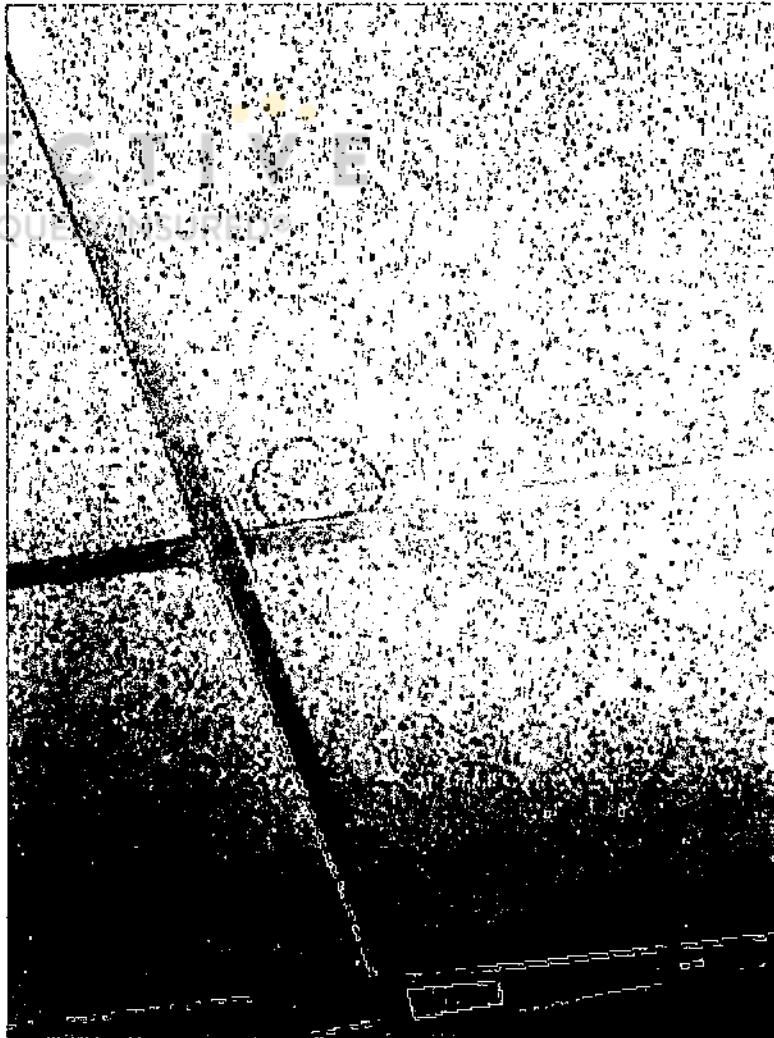
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FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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22 22-IMG\_0261

Date Taken: 1/28/2025

FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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**STORAGE  
234**

23 23-IMG\_0262  
STORAGE ROOM 234

Date Taken: 1/28/2025

**SELECTIVE**  
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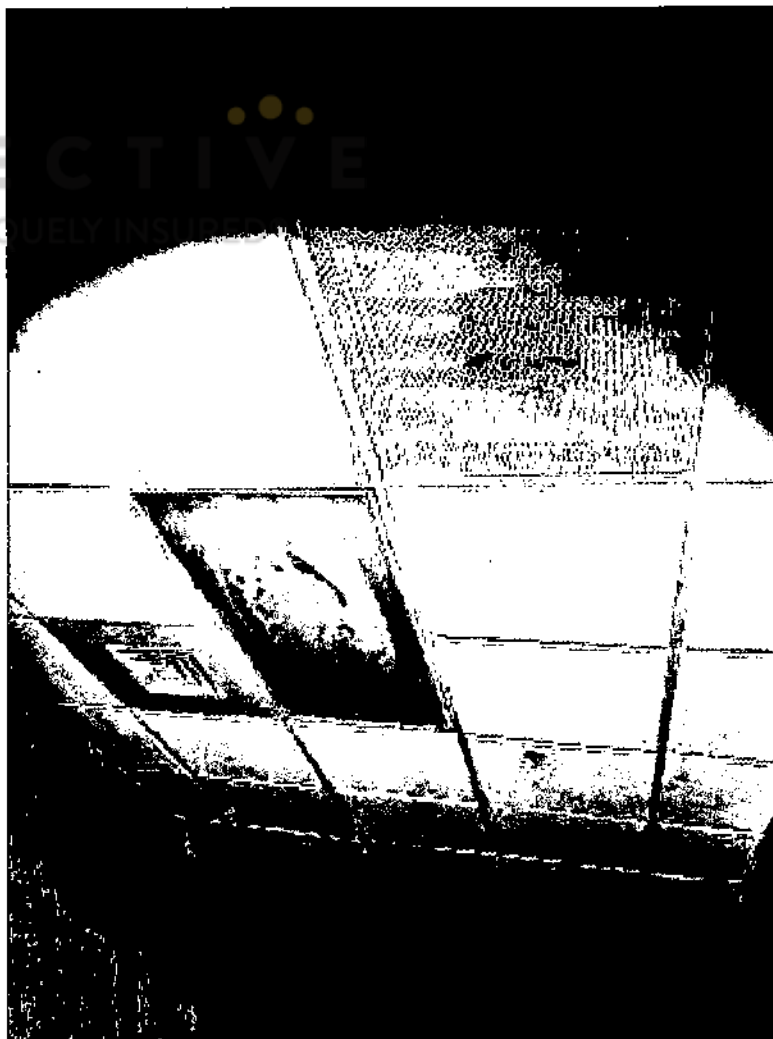
24 24-IMG\_0263 Date Taken: 1/28/2025  
ROOM 234 CEILING CARPET DAMAGE

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25 25-IMG\_0264 Date Taken: 1/28/2025  
ROOM 234 CEILING DAMAGE AND CARPET DAMAGE

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**SELECTIVE** Selective

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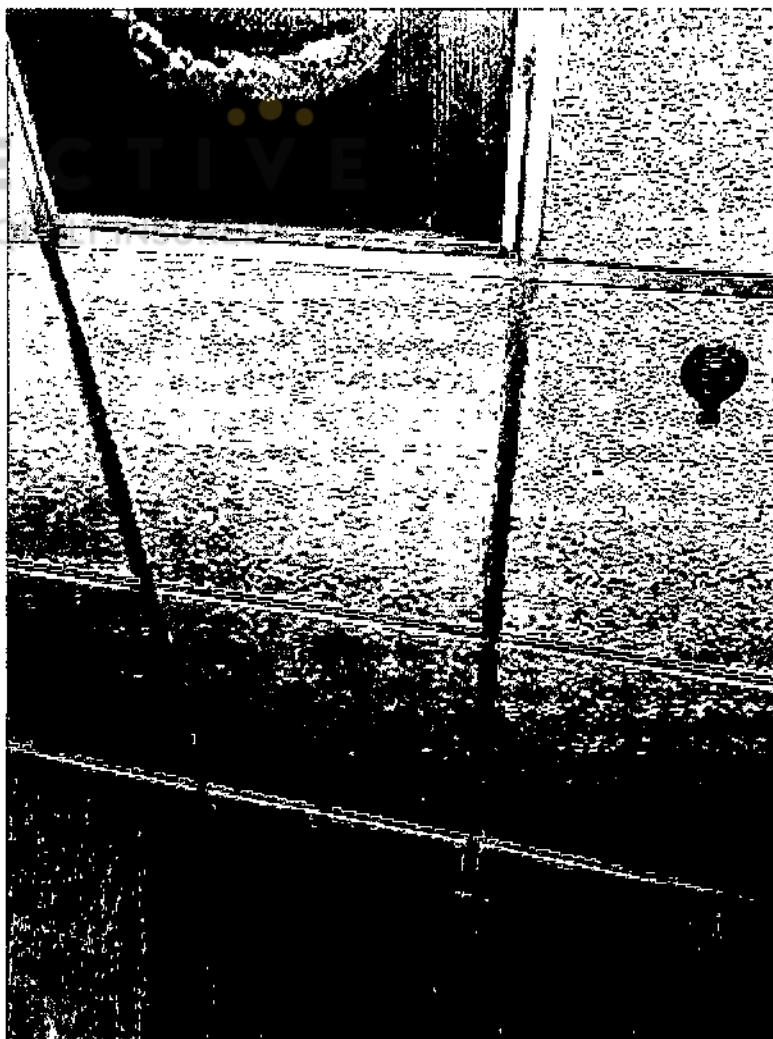


26 26-IMG\_0265 Date Taken: 1/28/2025  
ROOM 234 CEILING DAMAGE AND CARPET DAMAGE

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective  
BE UNIQUELY INSURED®

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27 27-IMG\_0266 Date Taken: 1/28/2025  
ROOM 234 CEILING DAMAGE AND CARPET DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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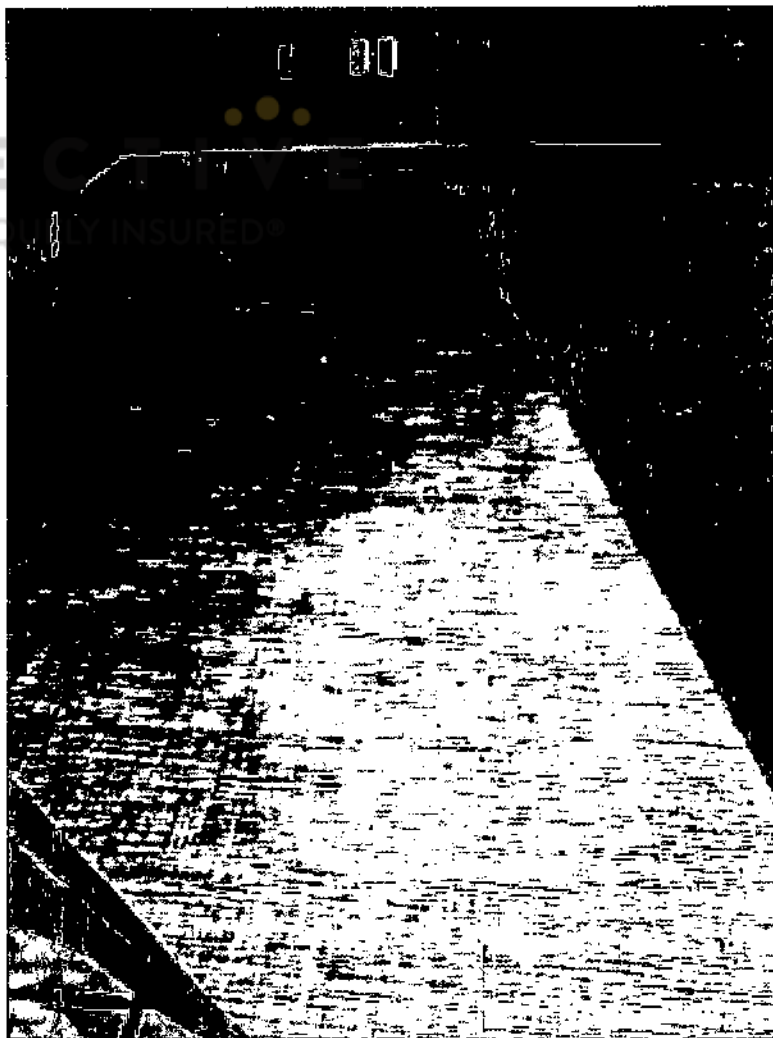
28 28-IMG\_0267 Date Taken: 1/28/2025  
ROOM 234 CEILING DAMAGE AND CARPET DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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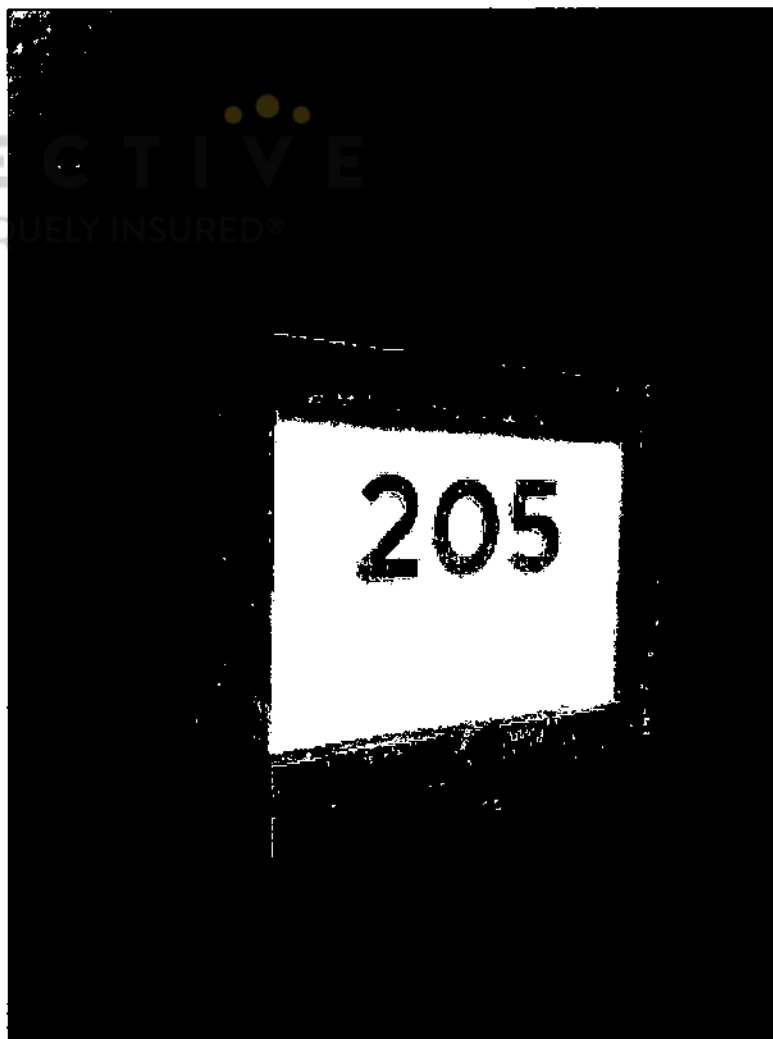


29 29-IMG\_0268 Date Taken: 1/28/2025  
ROOM 234 CEILING DAMAGE AND CARPET DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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30 30-IMG\_0269  
ROOM 205

Date Taken: 1/28/2025

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31 31-IMG\_0270  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

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32

32-IMG\_0271

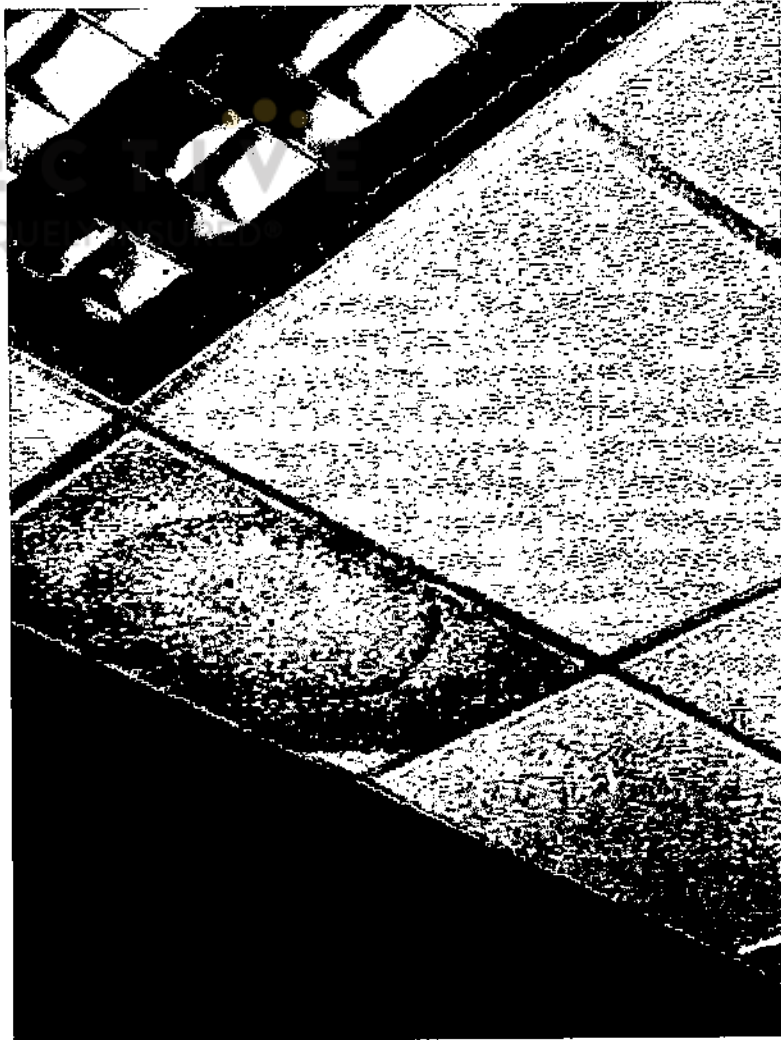
Date Taken: 1/28/2025

CEILING DAMAGE ONLY

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33 33-IMG\_0272  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

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34

34-IMG\_0273

Date Taken: 1/28/2025

CEILING DAMAGE ONLY

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35 35-IMG\_0274  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

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36 36-IMG\_0275  
ROOM 209

Date Taken: 1/28/2025

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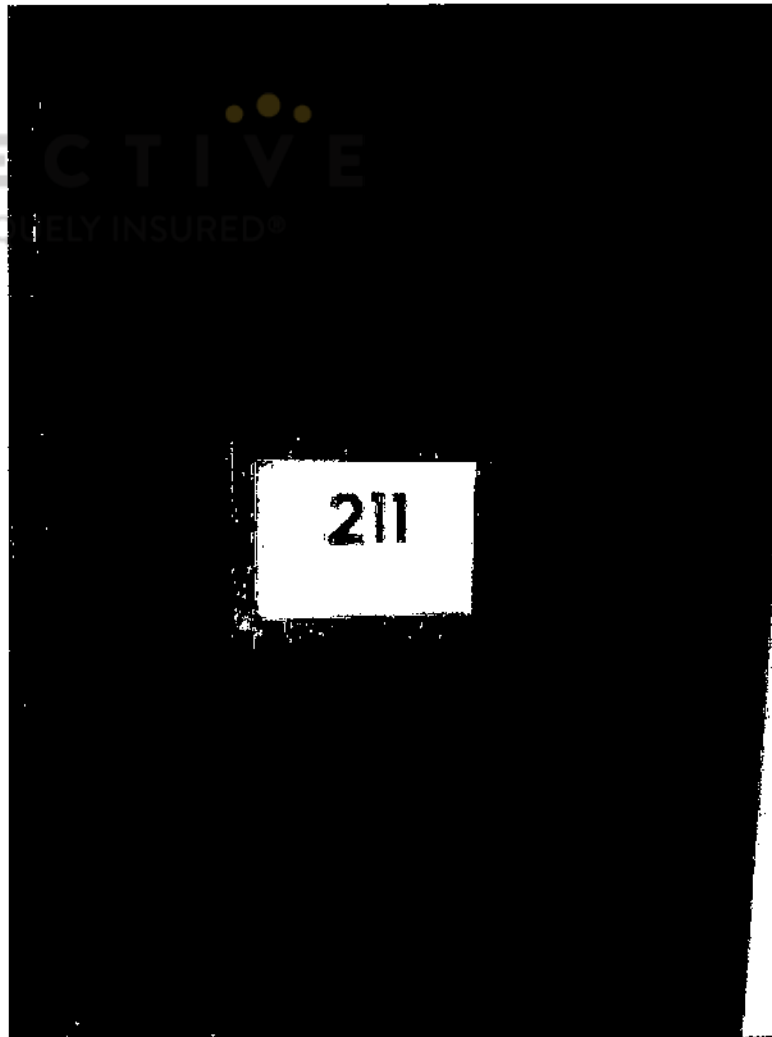
37 37-IMG\_0276  
ROOM 209 NO DAMAGE

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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38 38-IMG\_0277  
ROOM 211

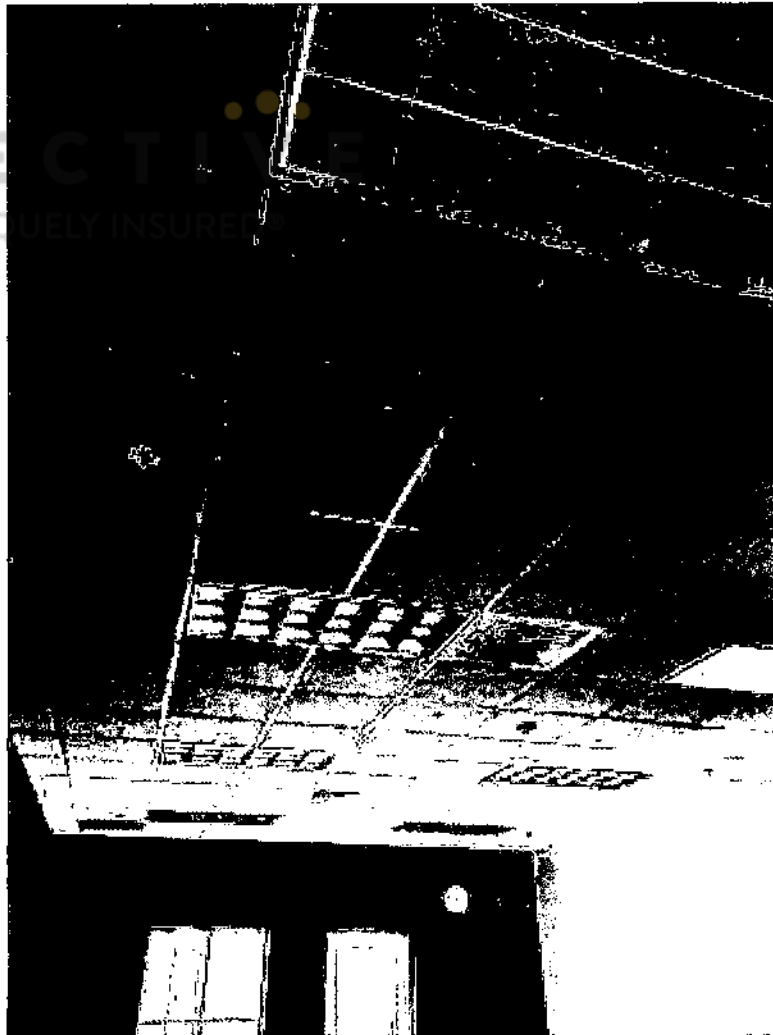
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39 39-IMG\_0278  
ROOM 211 NO DAMAGE

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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40 40-IMG\_0279  
ROOM 211 NO DAMAGE

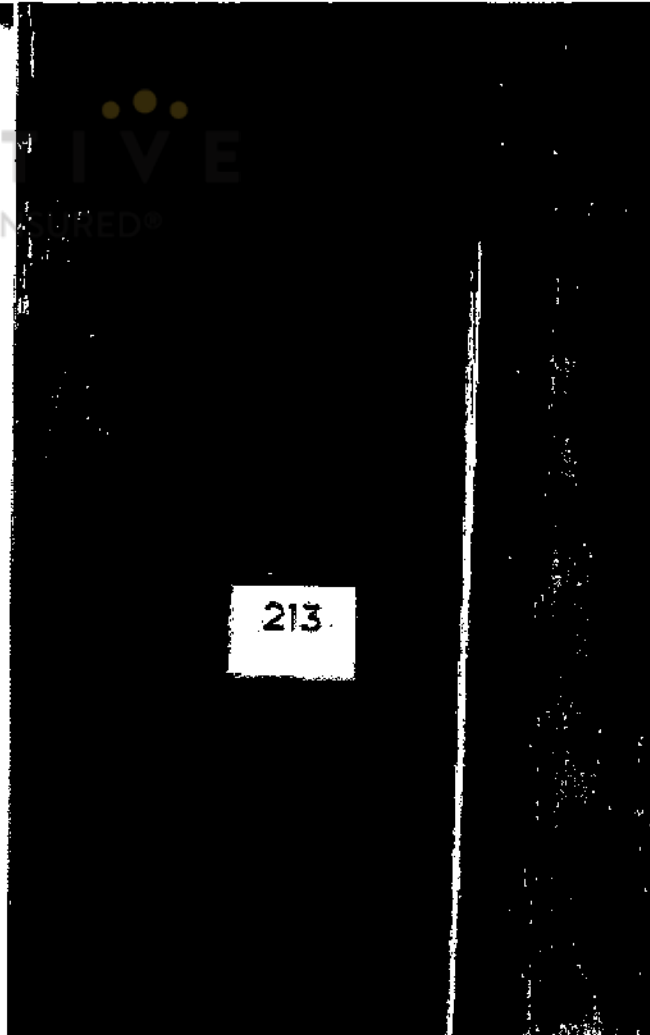
Date Taken: 1/28/2025

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**SELECTIVE**  
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41 41-IMG\_0280  
ROOM 213

Date Taken: 1/28/2025

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42

42-IMG\_0281

Date Taken: 1/28/2025

ROOM 213 NO DAMAGE

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**SELECTIVE** Selective

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43 43-IMG\_0282  
ROOM 213 NO DAMAGE

Date Taken: 1/28/2025

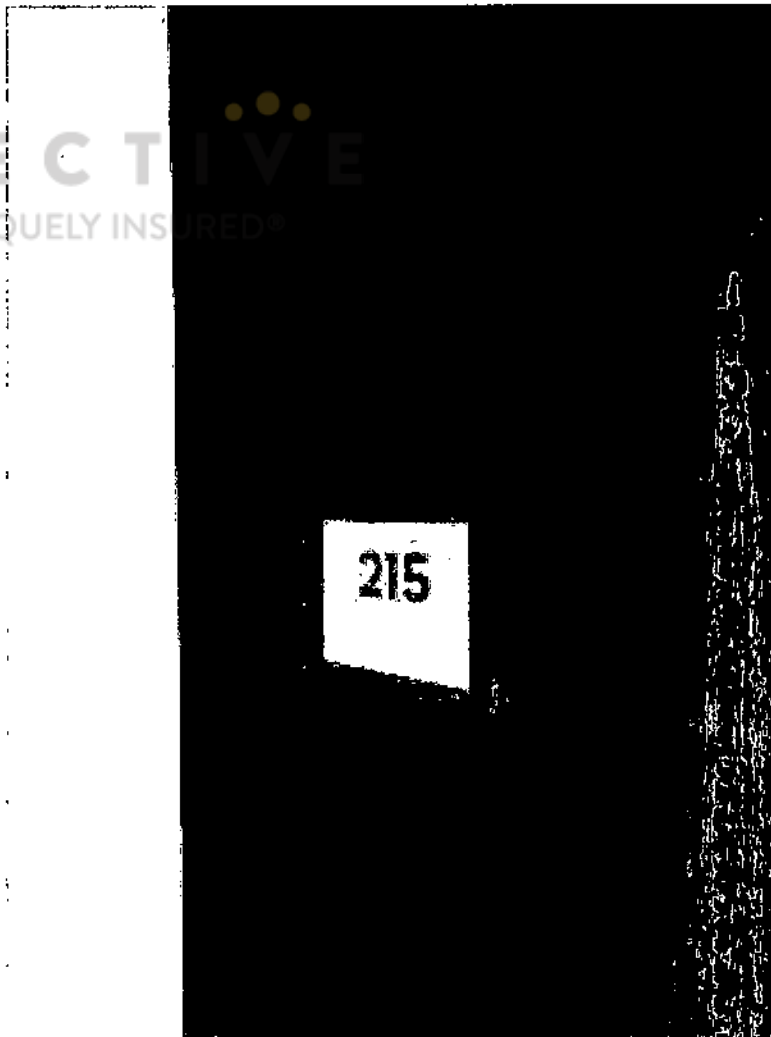
**SELECTIVE**  
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**SELECTIVE** Selective

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44 44-IMG\_0283  
ROOM 215

Date Taken: 1/28/2025

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45 45-IMG\_0284 Date Taken: 1/28/2025  
ROOM 215 DAMAGE TO CEILING

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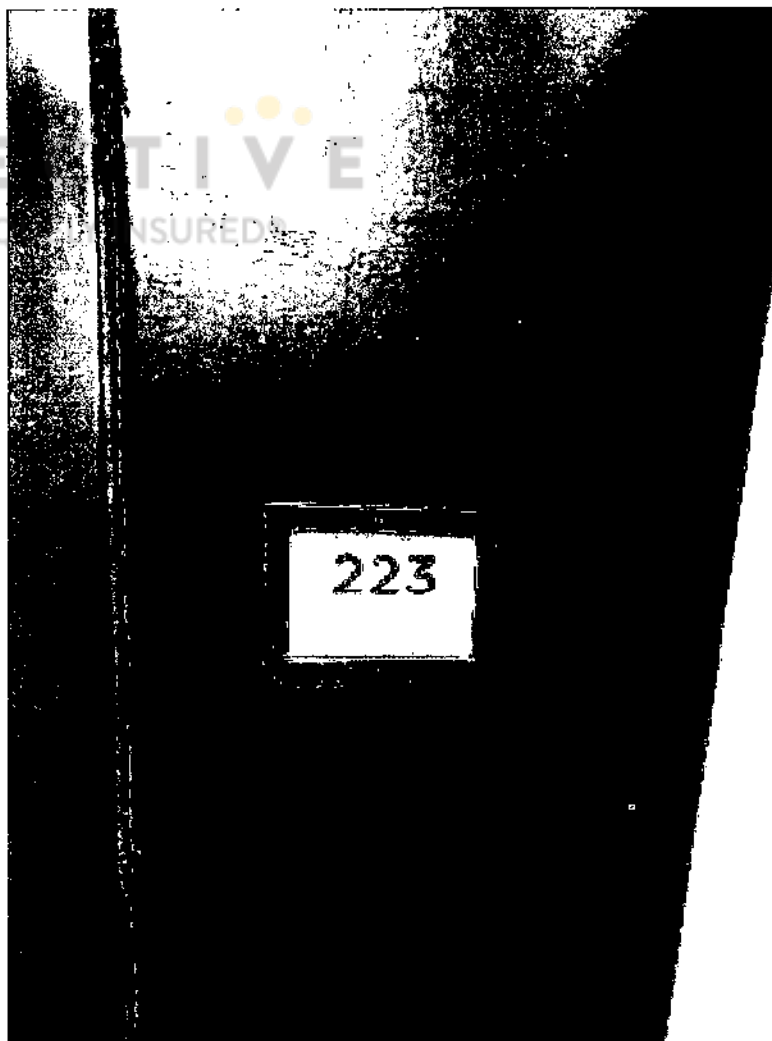


46 46-IMG\_0285 Date Taken: 1/28/2025  
ROOM 215 DAMAGE TO CEILING

**SELECTIVE**  
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47 47-IMG\_0286  
ROOM 223

Date Taken: 1/28/2025

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48 48-IMG\_0287 Date Taken: 1/28/2025  
ROOM 223 CEILING DAMAGE TO TILE

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49

49-IMG\_0288

Date Taken: 1/28/2025

STORAGE 220 NO DAMAGE

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50 50-IMG\_0289  
STORAGE 221

Date Taken: 1/28/2025

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51 51-IMG\_0290 Date Taken: 1/28/2025  
STORAGE 221 DAMAGE TO CEILING TILES AND CARPET

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**SELECTIVE** Selective

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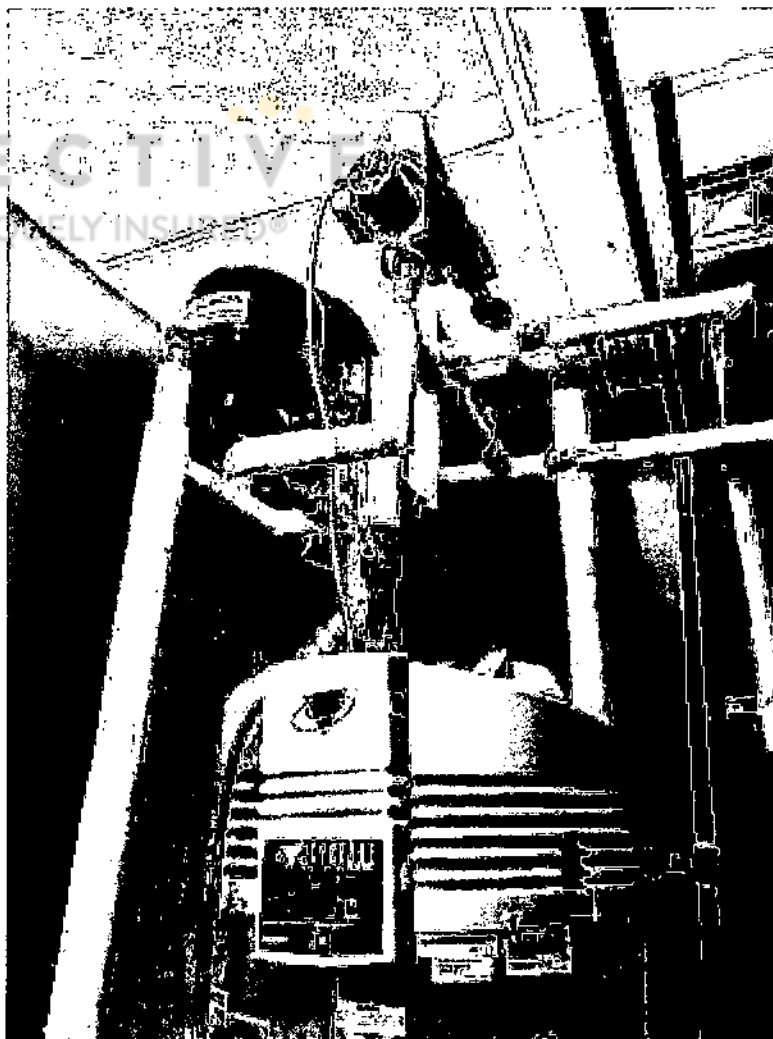


52 52-IMG\_0291 Date Taken: 1/28/2025  
STORAGE 221 DAMAGE TO CEILING TILES AND CARPET

**SELECTIVE**  
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53 53-IMG\_0292 Date Taken: 1/28/2025  
STORAGE 221 DAMAGE TO CEILING TILES AND CARPET

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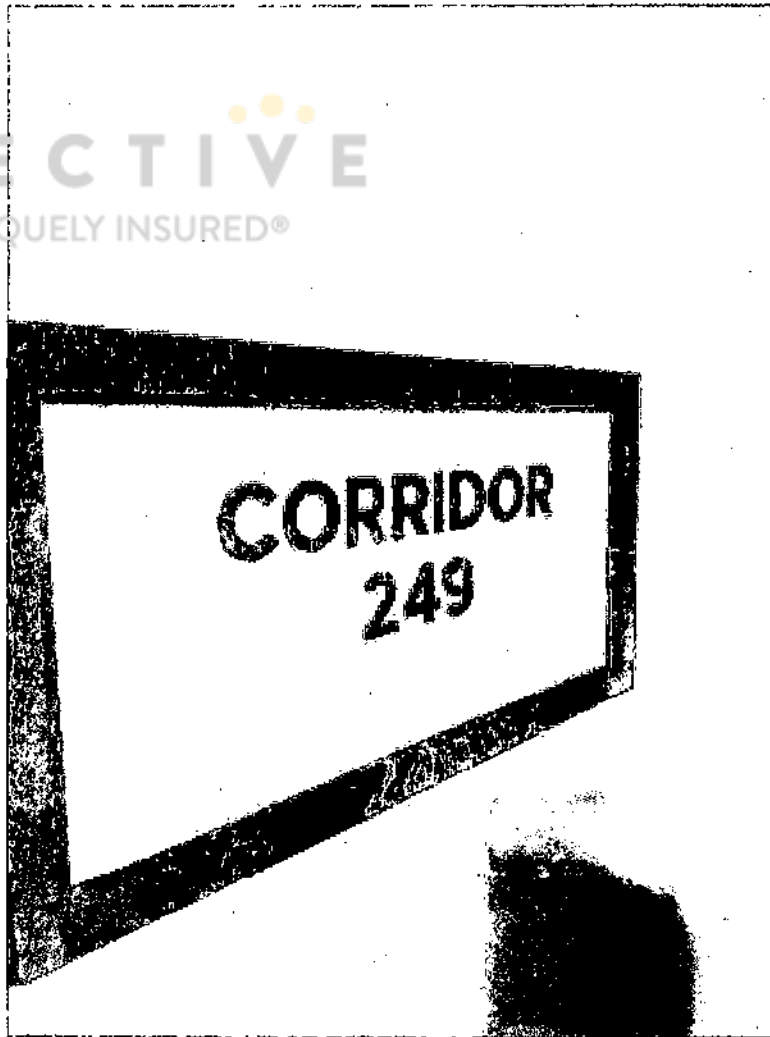


54 54-IMG\_0293 Date Taken: 1/28/2025  
STORAGE 221 DAMAGE TO CEILING TILES AND CARPET

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55 55-IMG\_0294  
CORRIDOR 249

Date Taken: 1/28/2025

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56

56-IMG\_0295

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

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**SELECTIVE** Selective

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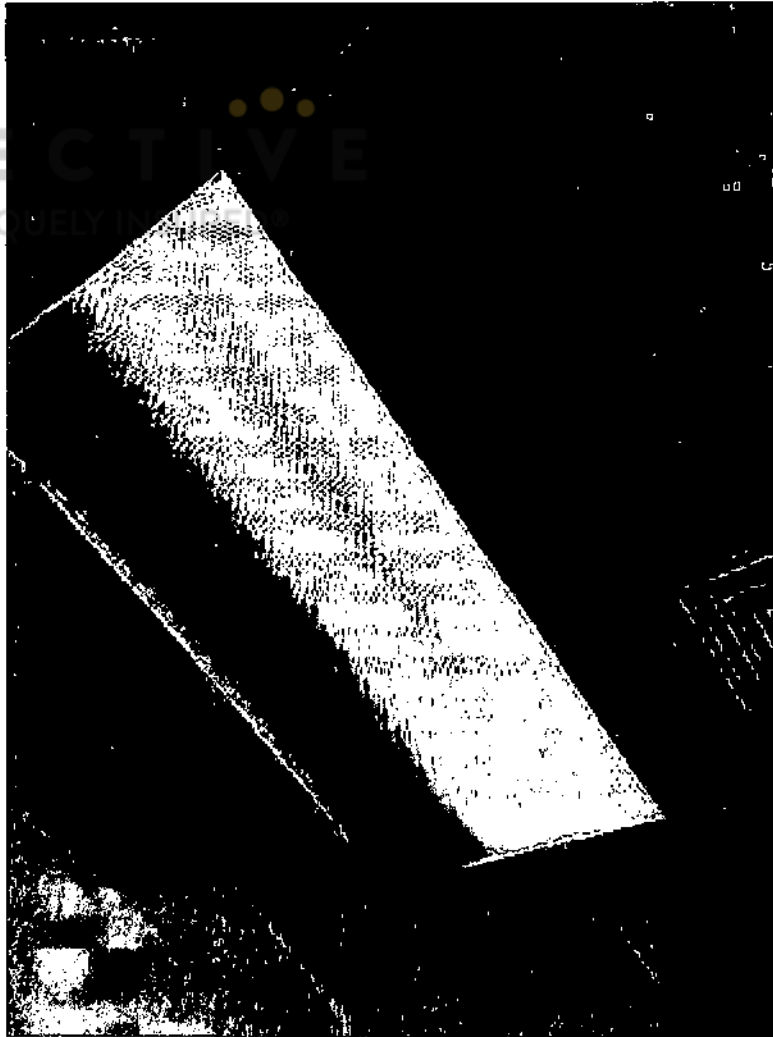
57 57-IMG\_0296  
CORR. 249 CEILING DAMAGE

Date Taken: 1/28/2025

**SELECTIVE**  
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58 58-IMG\_0297 Date Taken: 1/28/2025  
CORR. 249 CEILING DETAIL

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59 59-IMG\_0298  
CORR. 249 CEILING DAMAGE

Date Taken: 1/28/2025

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60

60-IMG\_0299

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

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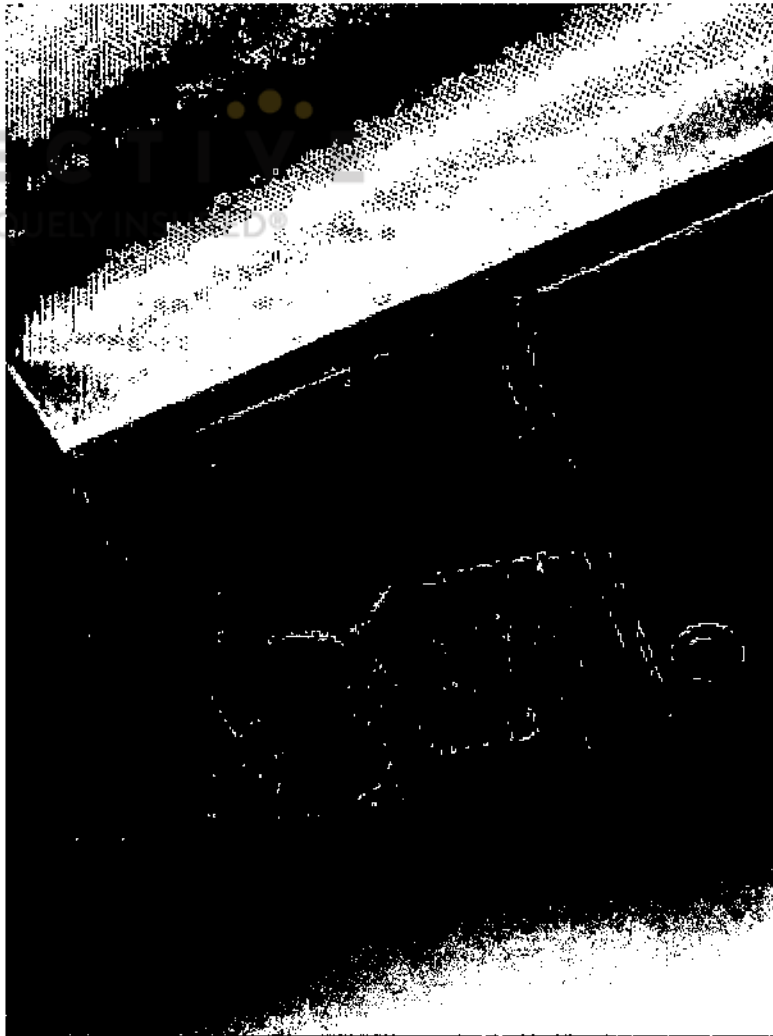
61 61-IMG\_0300  
CORR. 249 CEILING DAMAGE

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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62 62-IMG\_0301  
CORR. 249 CEILING DAMAGE

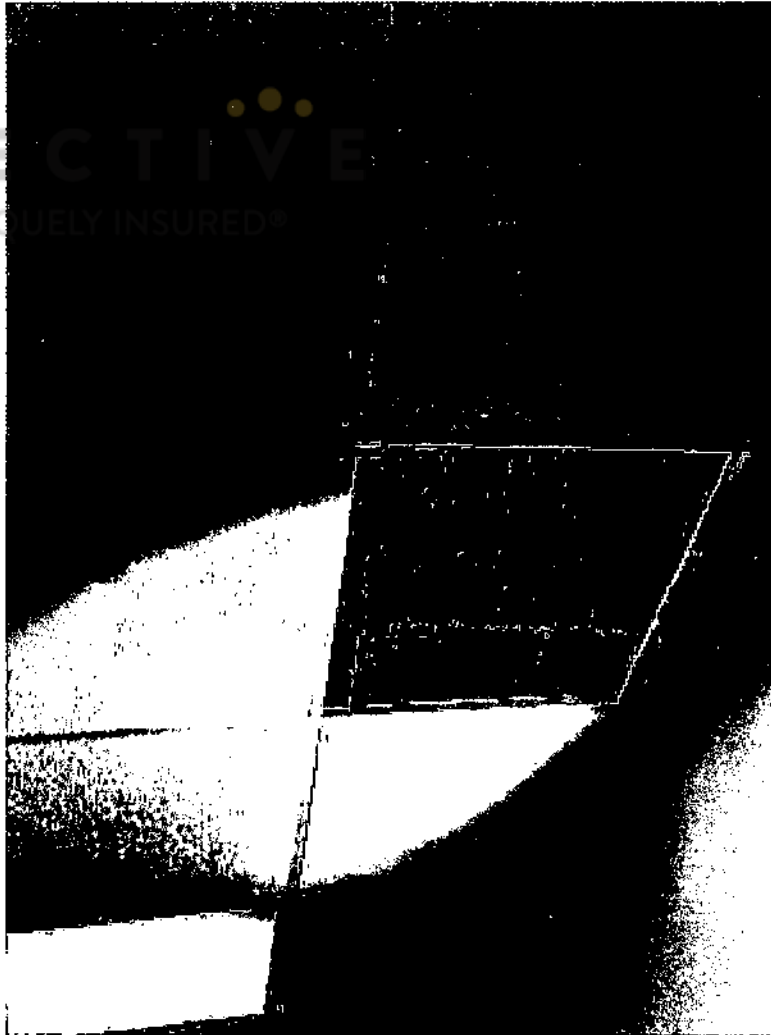
Date Taken: 1/28/2025

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63

63-IMG\_0302

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

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64 64-IMG\_0303  
CORR. 249 CEILING DAMAGE

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65

65-IMG\_0304

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

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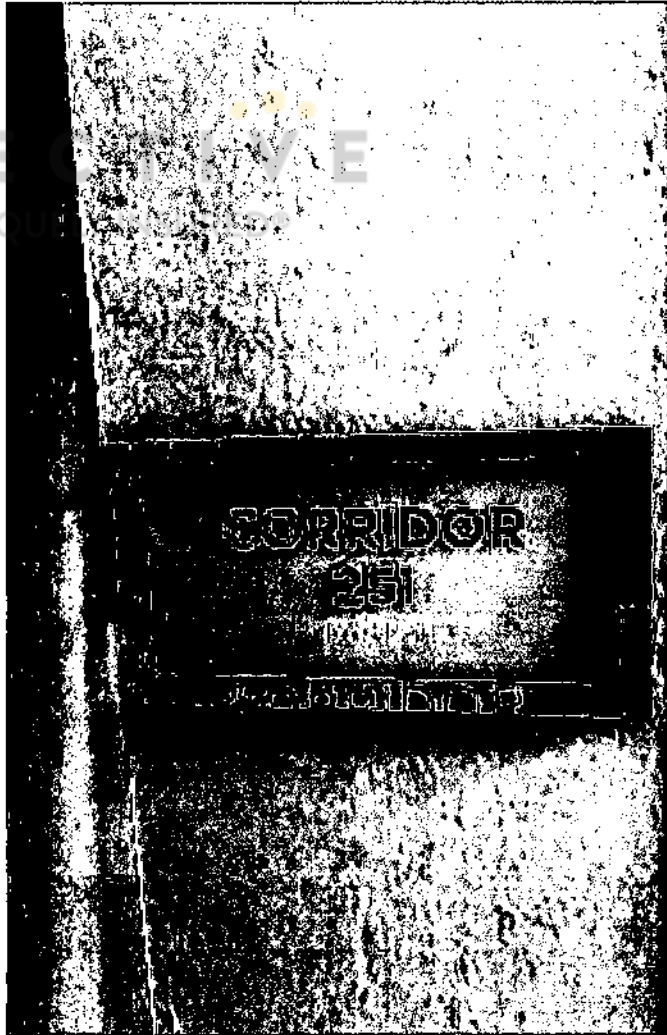
66 66-IMG\_0305  
CORR. 249 CEILING DAMAGE. 3

Date Taken: 1/28/2025

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67 67-IMG\_0306  
CORR 251

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68

68-IMG\_0307

Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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69

69-IMG\_0308

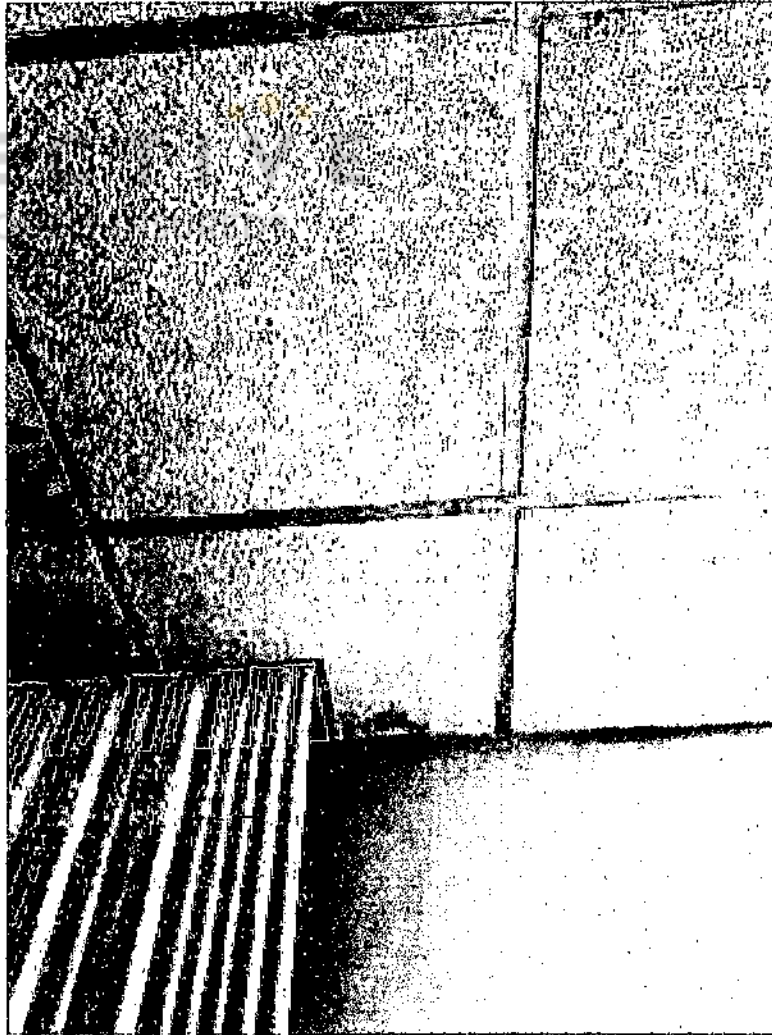
Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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70

70-IMG\_0309

Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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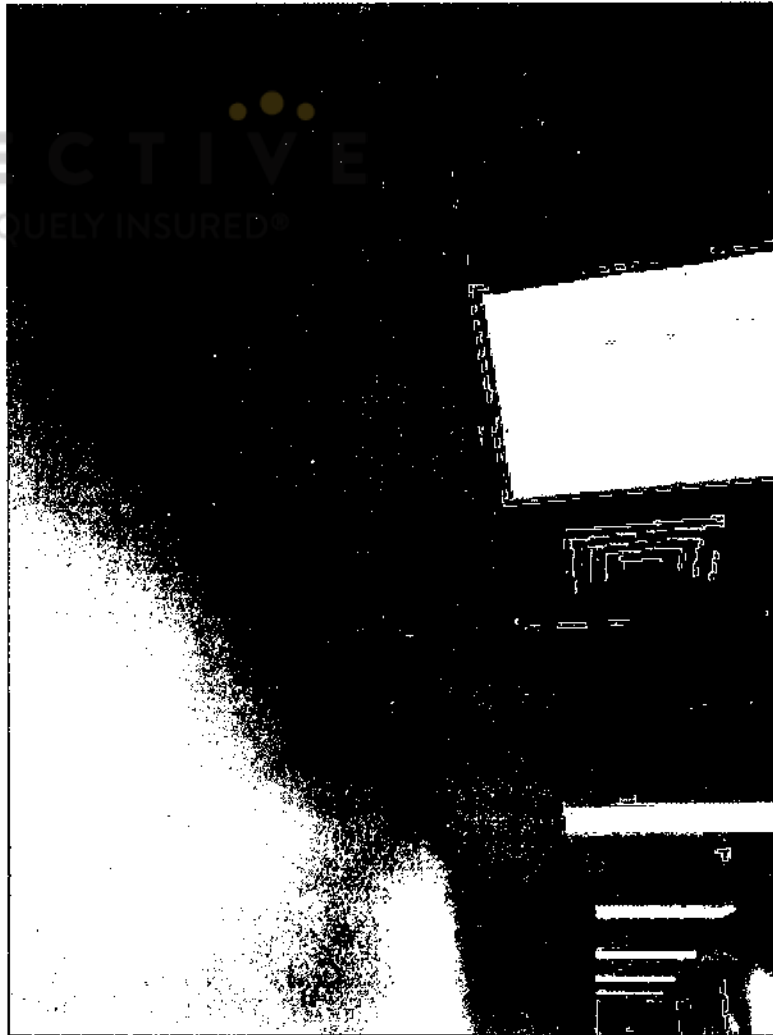
71 71-IMG\_0310 Date Taken: 1/28/2025  
CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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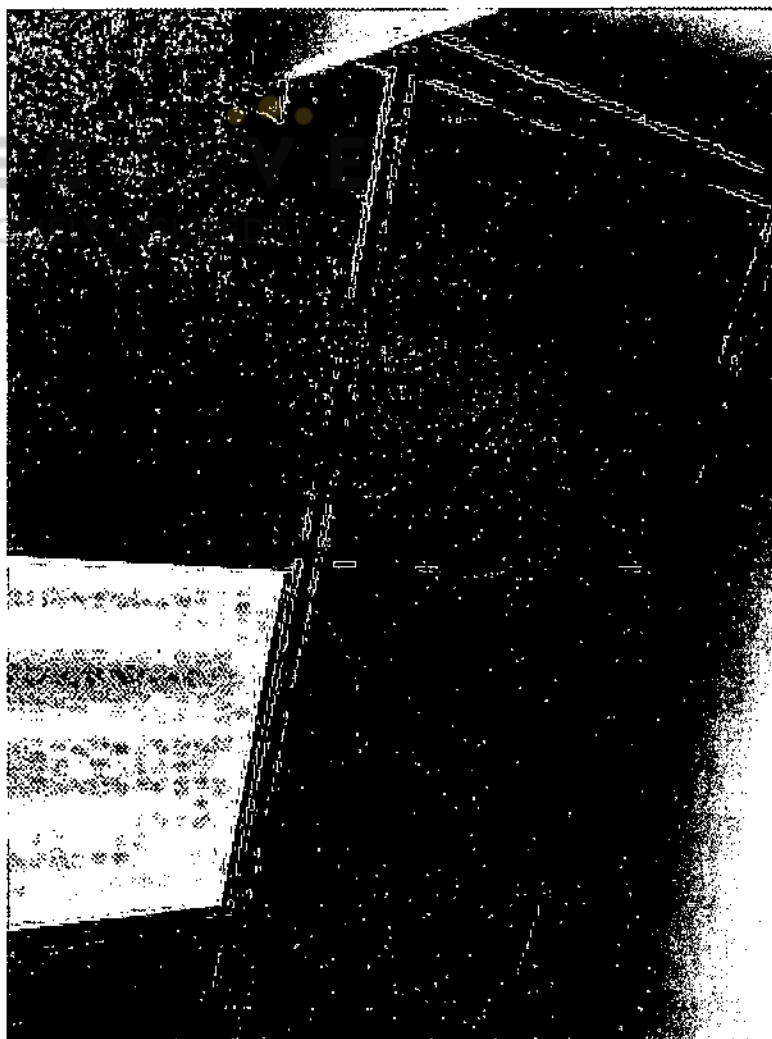


72 72-IMG\_0311 Date Taken: 1/28/2025  
CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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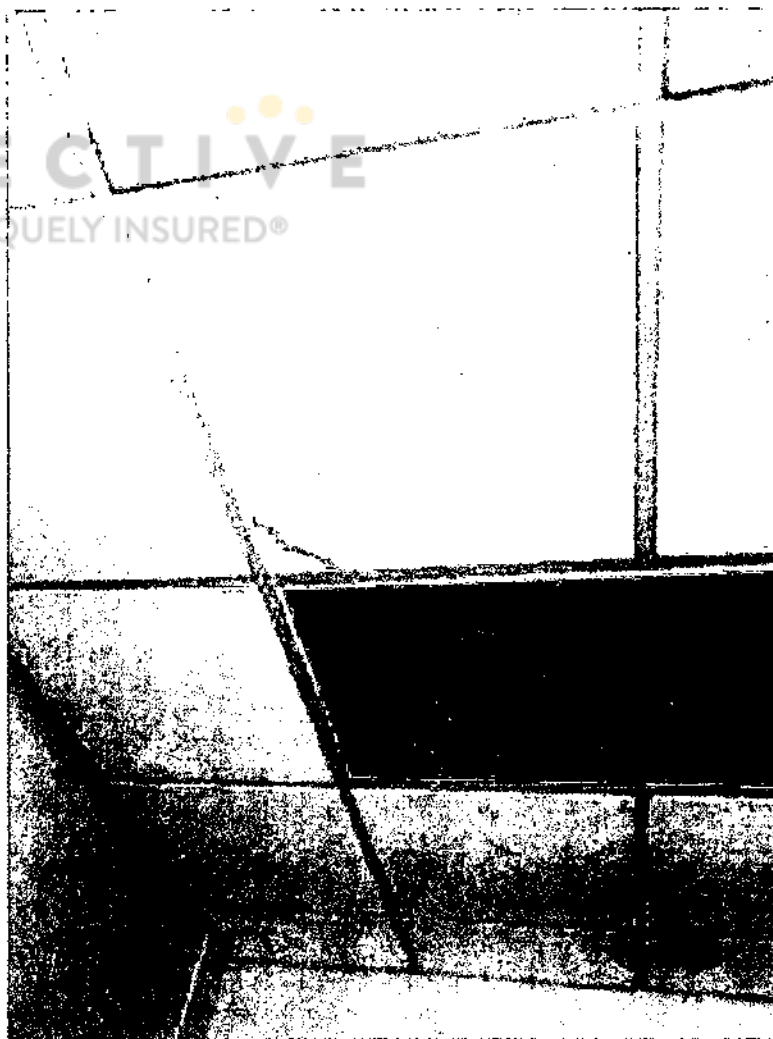


73 73-IMG\_0312 Date Taken: 1/28/2025  
CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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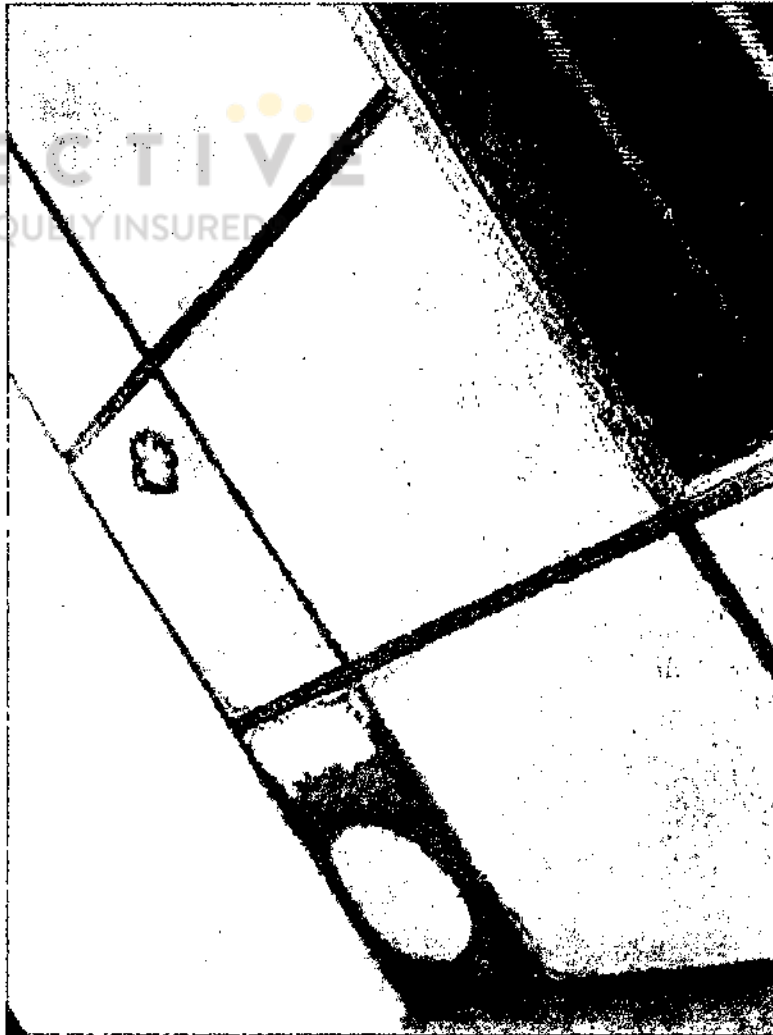
74 74-IMG\_0313 Date Taken: 1/28/2025  
CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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75

75-IMG\_0314

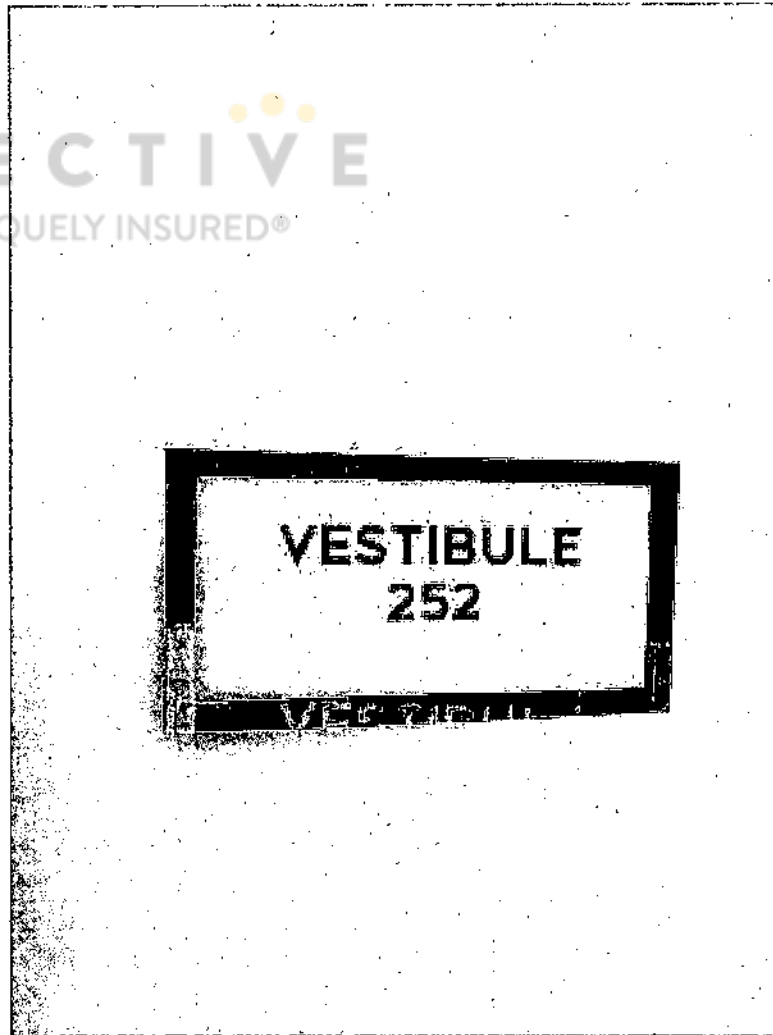
Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

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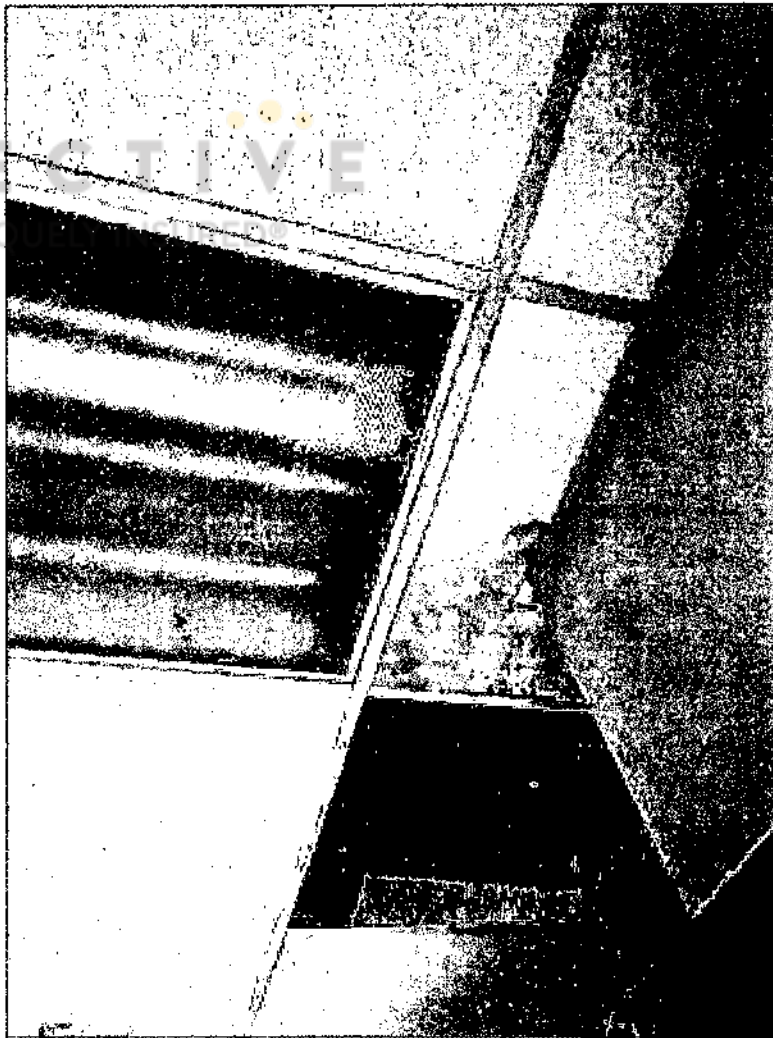
76 76-IMG\_0315  
ROOM 252

Date Taken: 1/28/2025

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Fax: 877-233-0917

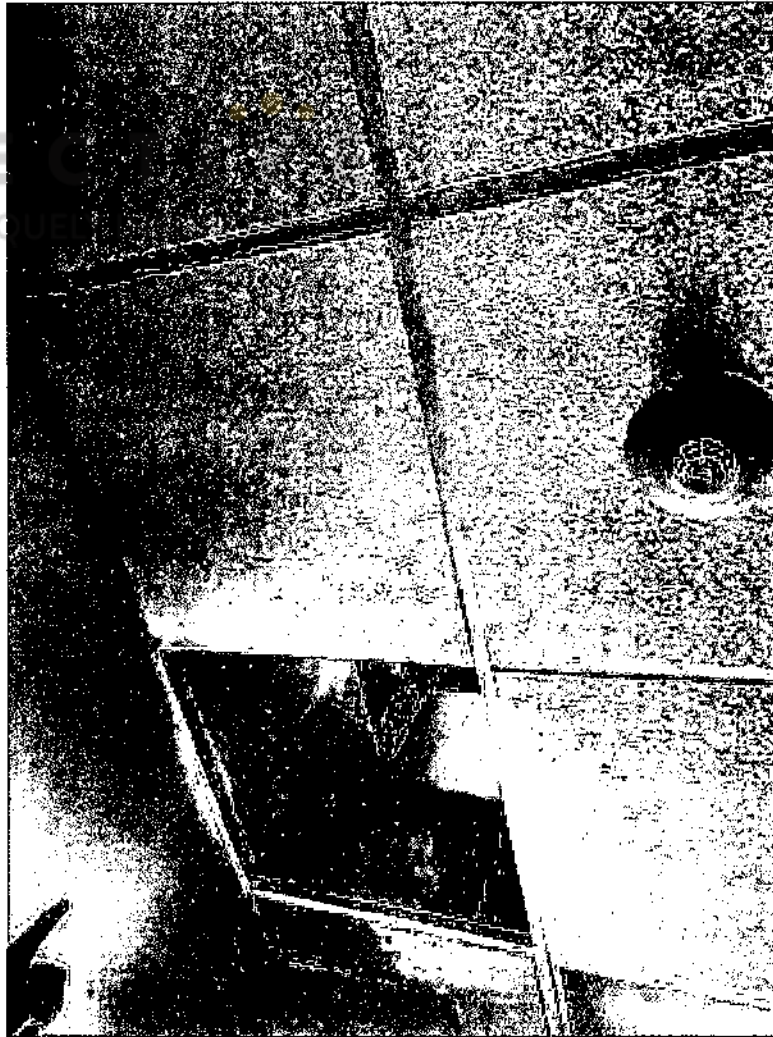


77 77-IMG\_0316 Date Taken: 1/28/2025  
ROOM 252 DAMAGE TO CEILING TILES

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78

78-IMG\_0317

Date Taken: 1/28/2025

ROOM 252 DAMAGE TO CEILING TILES

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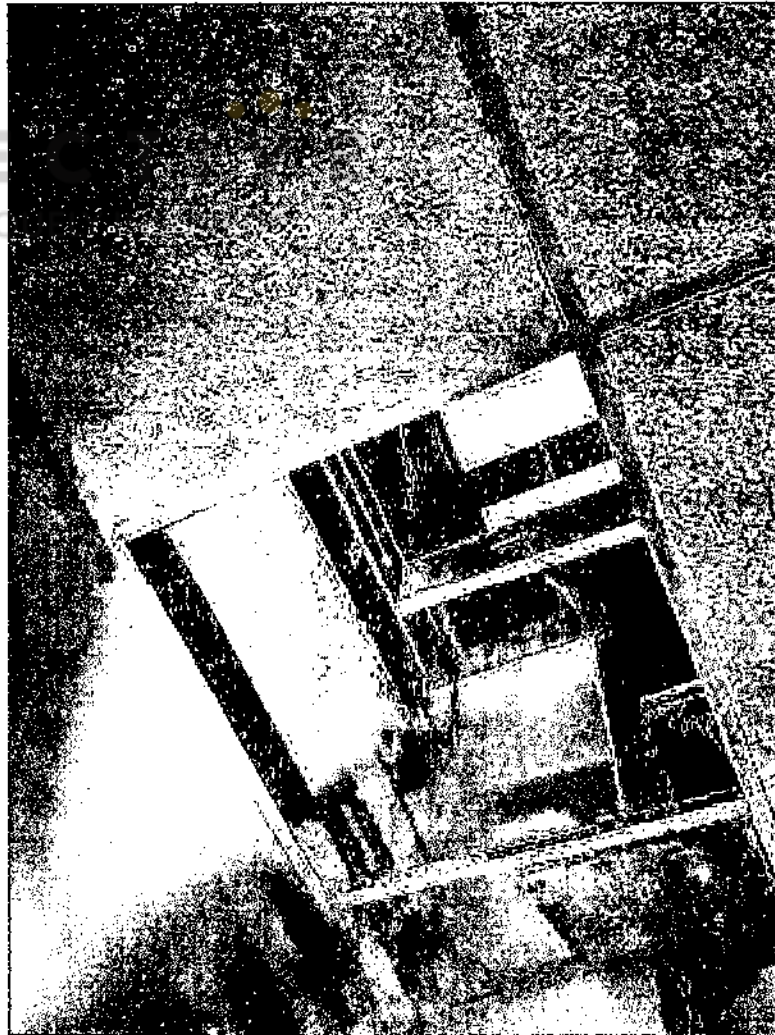


79 79-IMG\_0318 Date Taken: 1/28/2025  
ROOM 252 DAMAGE TO CEILING TILES

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80 80-IMG\_0319 Date Taken: 1/28/2025  
ROOM 252 DAMAGE TO CEILING TILES

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81 81-IMG\_0320 Date Taken: 1/28/2025  
ROOM 252 WATER STAINING RUNNING DOWN INTERNAL WALL

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82 82-IMG\_0321 Date Taken: 1/28/2025  
ROOM 252 WATER STAINING RUNNING DOWN INTERNAL WALL

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83 83-IMG\_0322 Date Taken: 1/28/2025  
ROOM 252 WATER LEAKING RUNNING DOWN INTERNAL WALL

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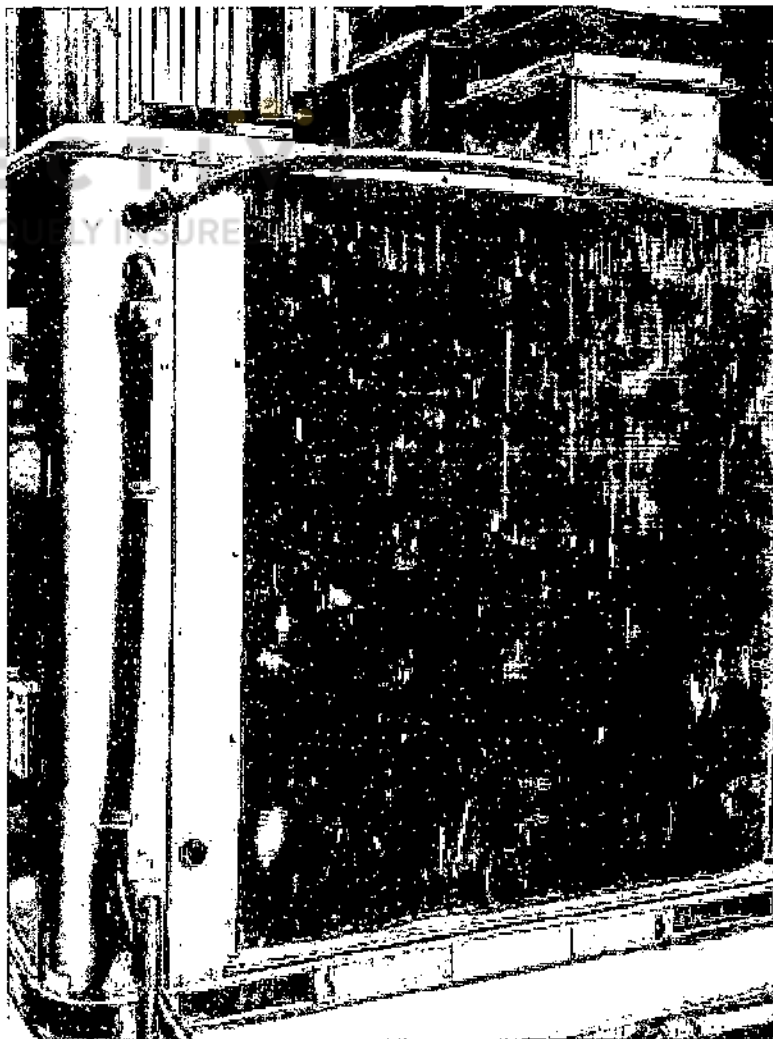


84 85-IMG\_0324 Date Taken: 1/28/2025  
MECH DAMAGE TO BACK GUTTER.

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85 86-IMG\_0325 Date Taken: 1/28/2025  
OUTSIDE BACK ELEVATION: AC COILS

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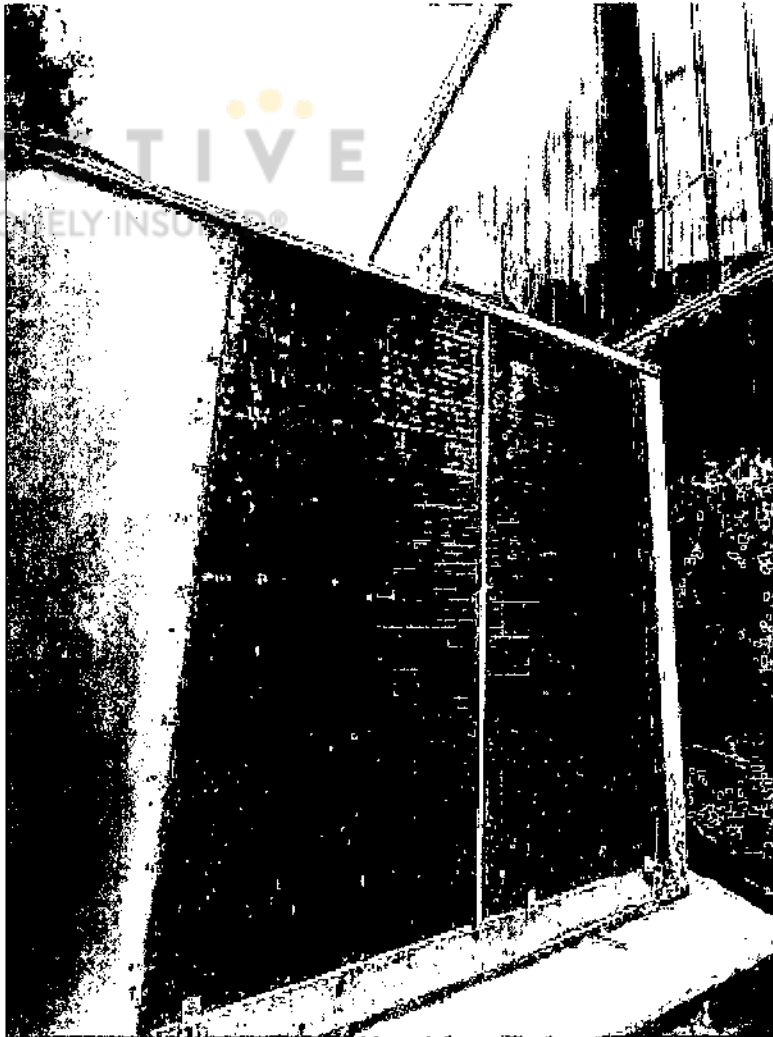
86 87-IMG\_0326 Date Taken: 1/28/2025  
OUTSIDE BACK ELEV AC COLS

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THE WAY YOU ARE INSURED

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87 88-IMG\_0327 Date Taken: 1/28/2025  
OUTSIDE BACK ELEVATION AC COILS

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88 89-IMG\_0328 Date Taken: 1/28/2025  
OUTSIDE BACK ELEVATION AC COILS

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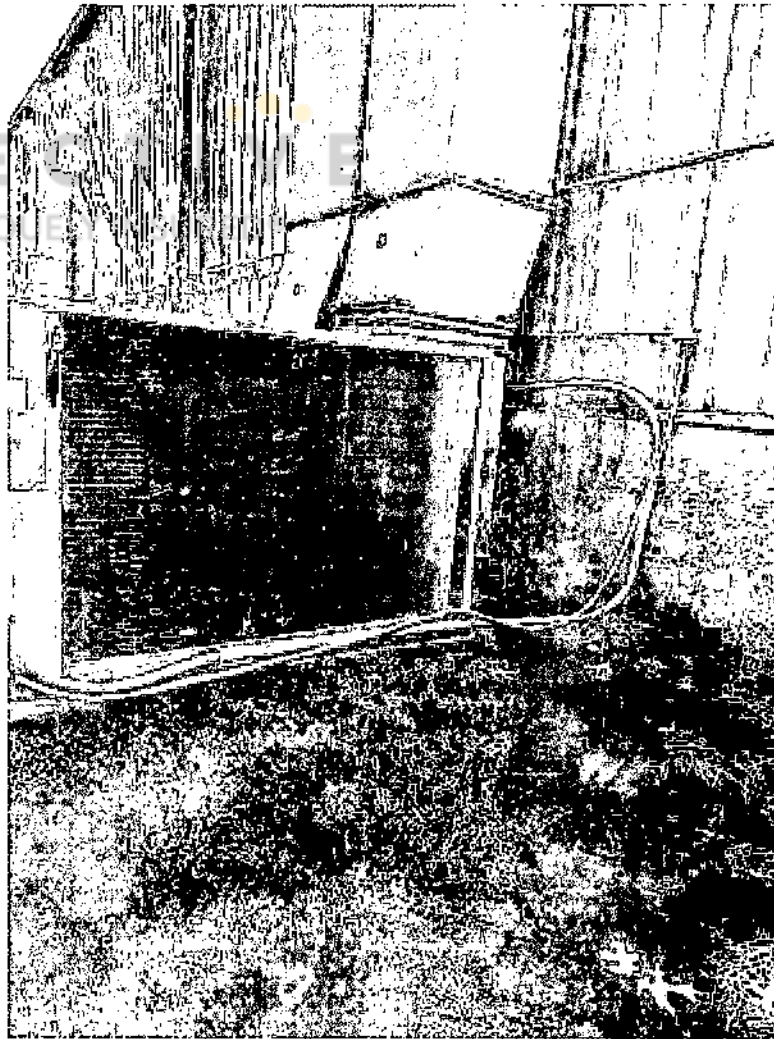
89 90-IMG\_0329

Date Taken: 1/28/2025

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90 91-IMG\_0330 Date Taken: 1/28/2025  
OUTSIDE BACK ELEVATION AC COILS

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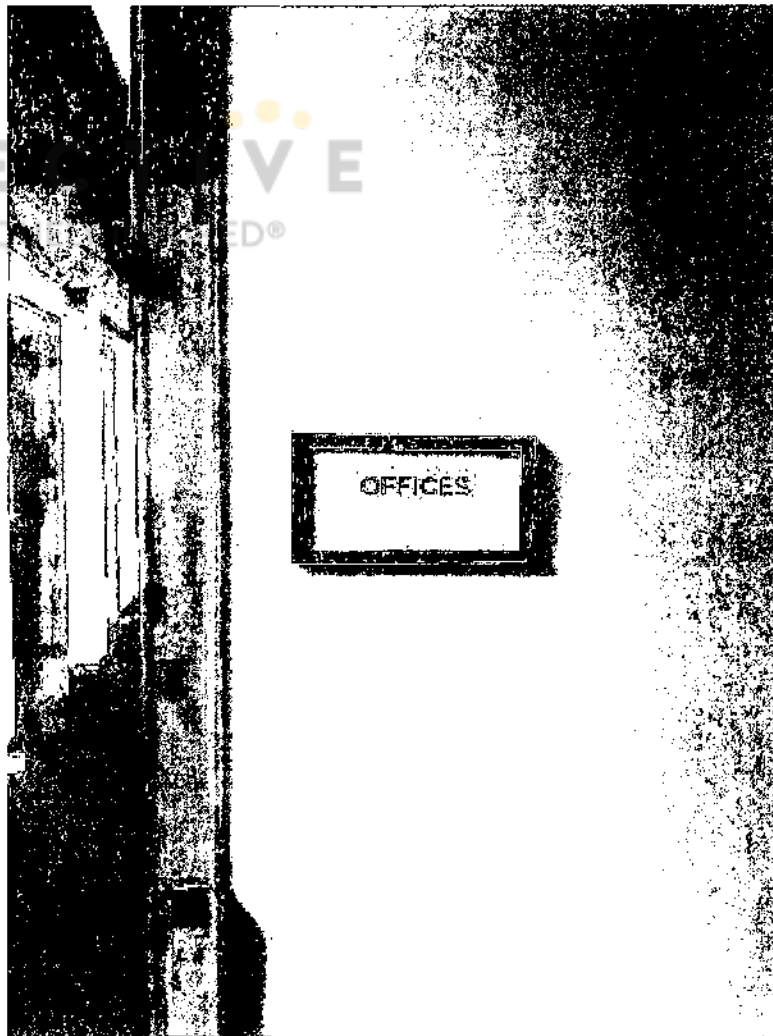
91 92-IMG\_0331 Date Taken: 1/28/2025  
OUTSIDE BACK ELEVATION AC COILS

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92 93-IMG\_0332

ite Taken: 1/28/2025

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93

94-IMG\_0333

Photo Taken: 1/28/2025

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94 95-IMG\_0334

Date Taken: 1/28/2025

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95 98-IMG\_0337  
OFFICE 169

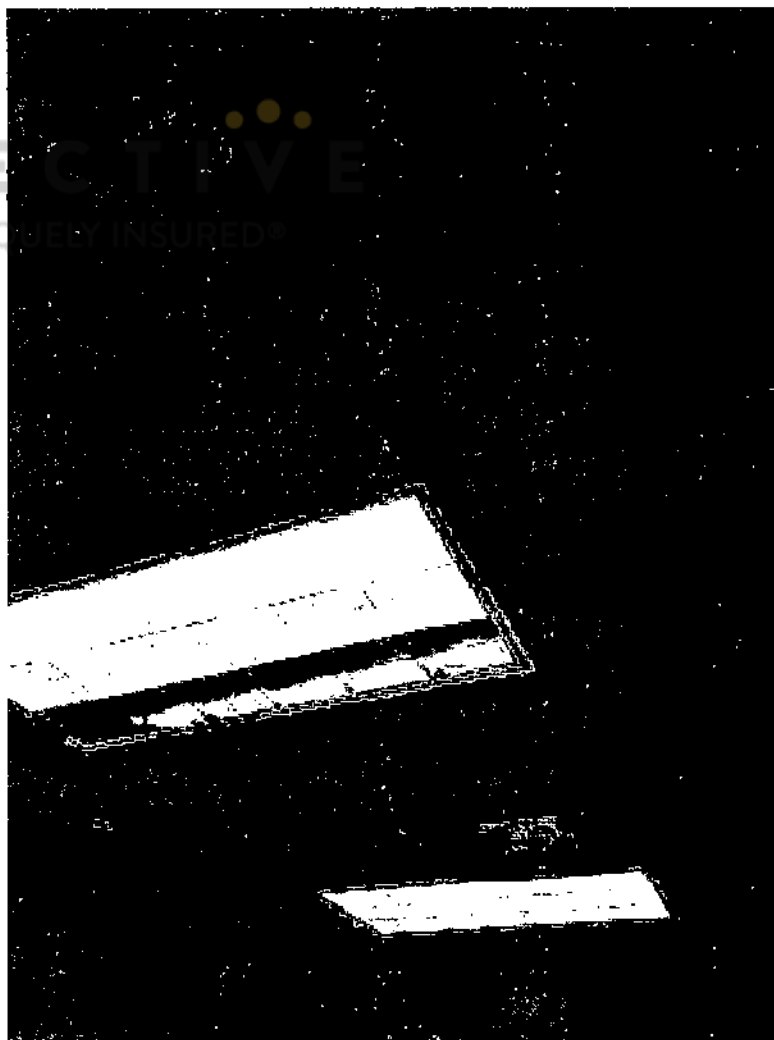
Date Taken: 1/28/2025

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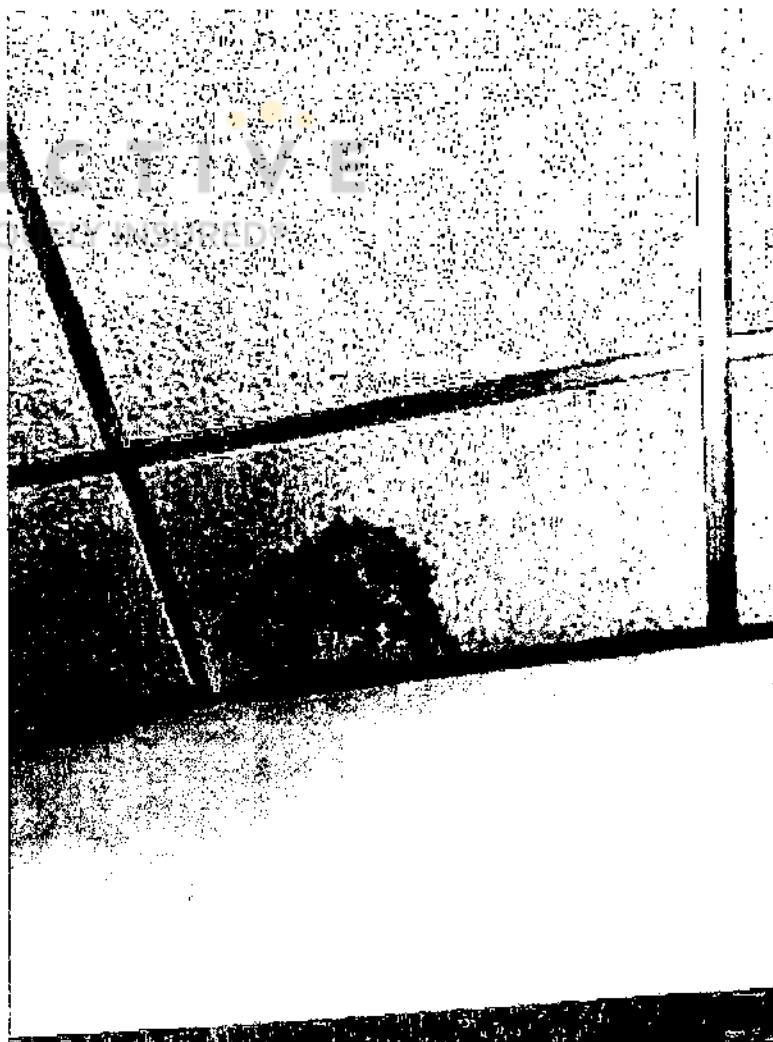
96 99-IMG\_0338

Date Taken: 1/28/2025

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97 100-IMG\_0339  
CEILING STAIN

Date Taken: 1/28/2025

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98 101-IMG\_0340 Date Taken: 1/28/2025  
Auditorium 1 , CEILING PANEL DAMAGED

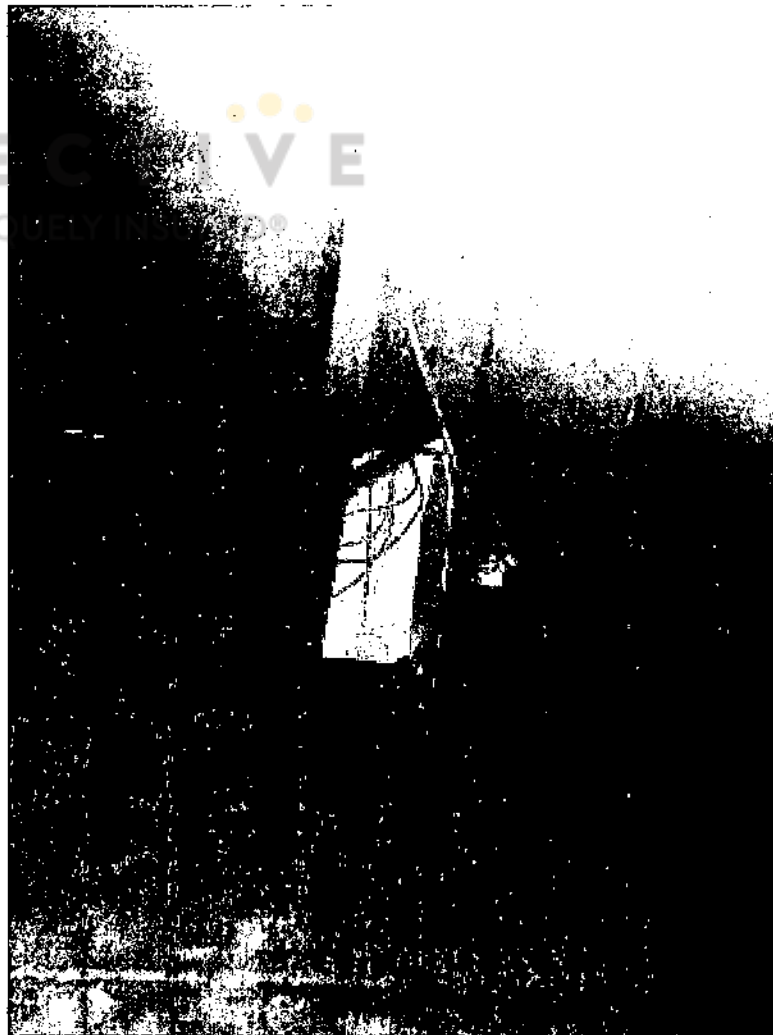
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99

102-IMG\_0341

Date Taken: 1/28/2025

Auditorium 1 , CEILING : CEILING DAMAGED

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100 104-IMG\_0343 File Date: 1/23/2025  
Auditorium 1, CEI

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101 105-IMG\_0344  
Auditorium 1 , CELL

Image Taken: 1/28/2025

FILED 105-0344

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102 106-IMG\_0345 Date Taken: 1/28/2025  
Auditorium 1 , CEIL , DAMAGED

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**AUDITORIUM**

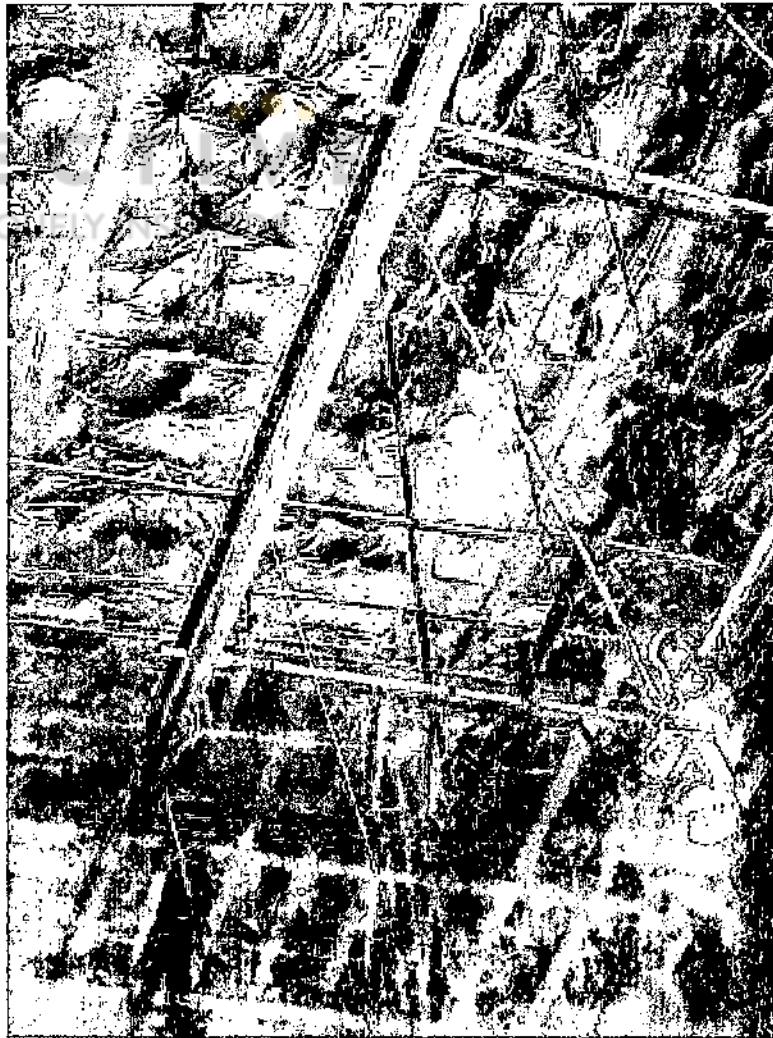
103 107-IMG\_0346  
Auditorium 2

Date Taken: 1/28/2025

**SELECTIVE**  
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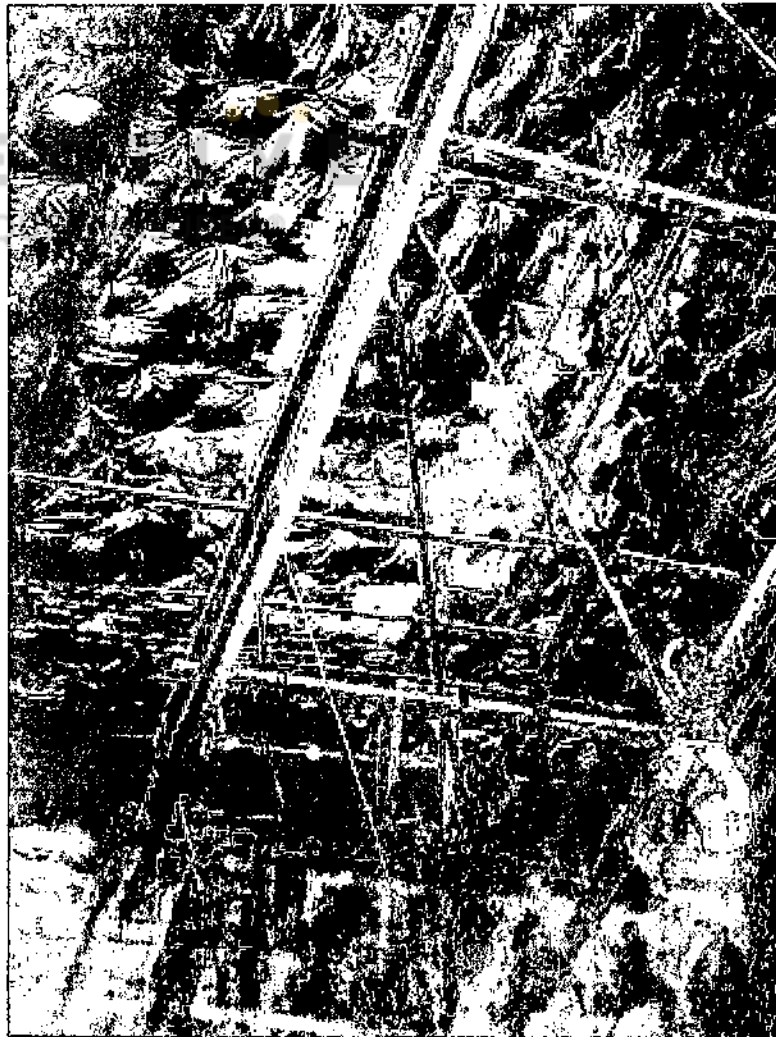
104 108-IMG\_0347 Date Taken: 1/28/2025  
Auditorium 2 , CEILING SEVERELY DAMAGED

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105 109-IMG\_0348 Date Taken: 1/28/2025  
Auditorium 2 , CEILING DAMAGED

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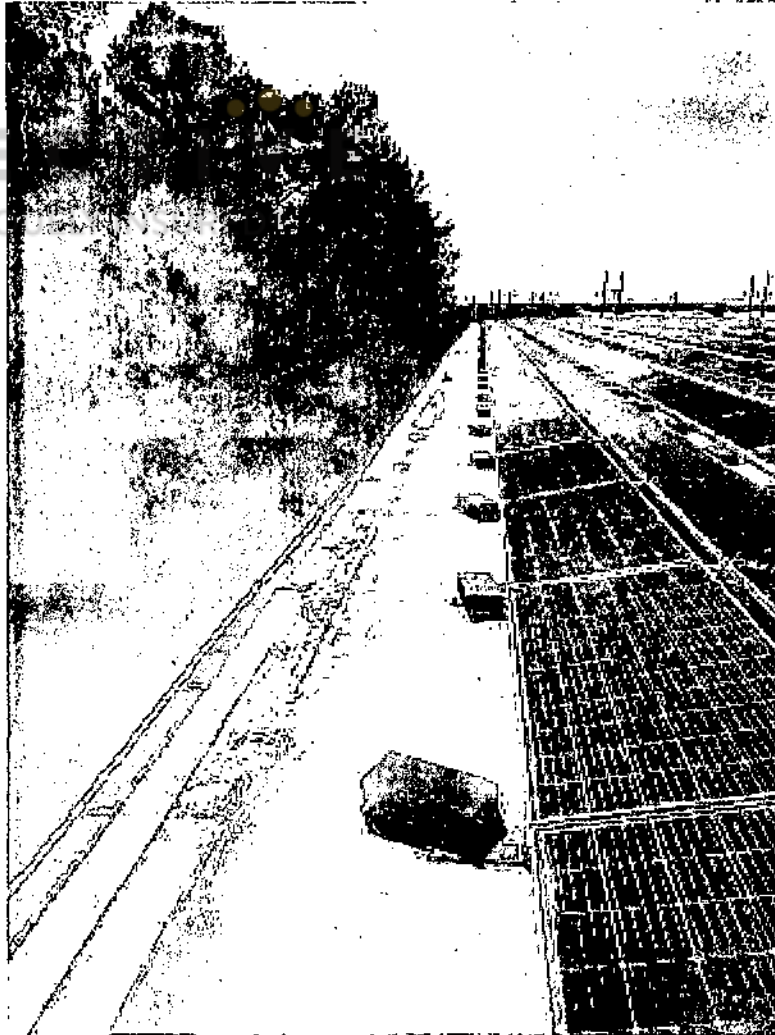


106 110-IMG\_0349 Photo taken: 1/28/2025  
Auditorium 2 , CEILING - 110-0349

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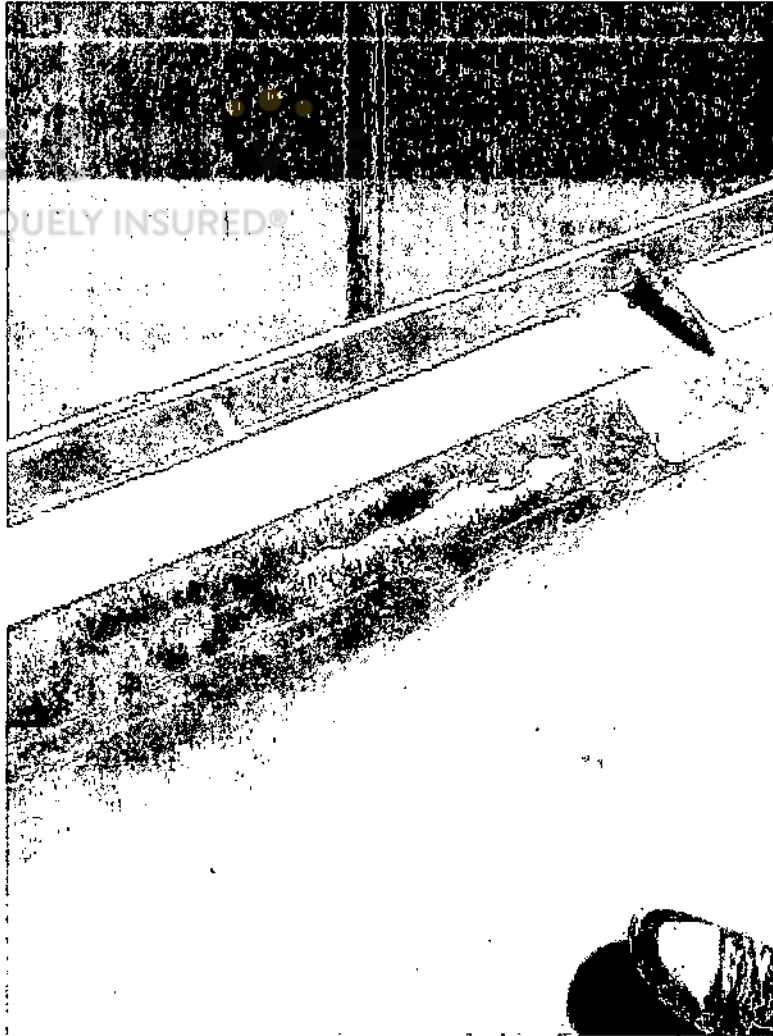


107 112-IMG\_0376 Date Taken: 1/28/2025  
ROOF SOLAR PANELS COVERED DOWN BY CONCRETE BLOCKS

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108

113-IMG\_0377

File Taken: 1/28/2025

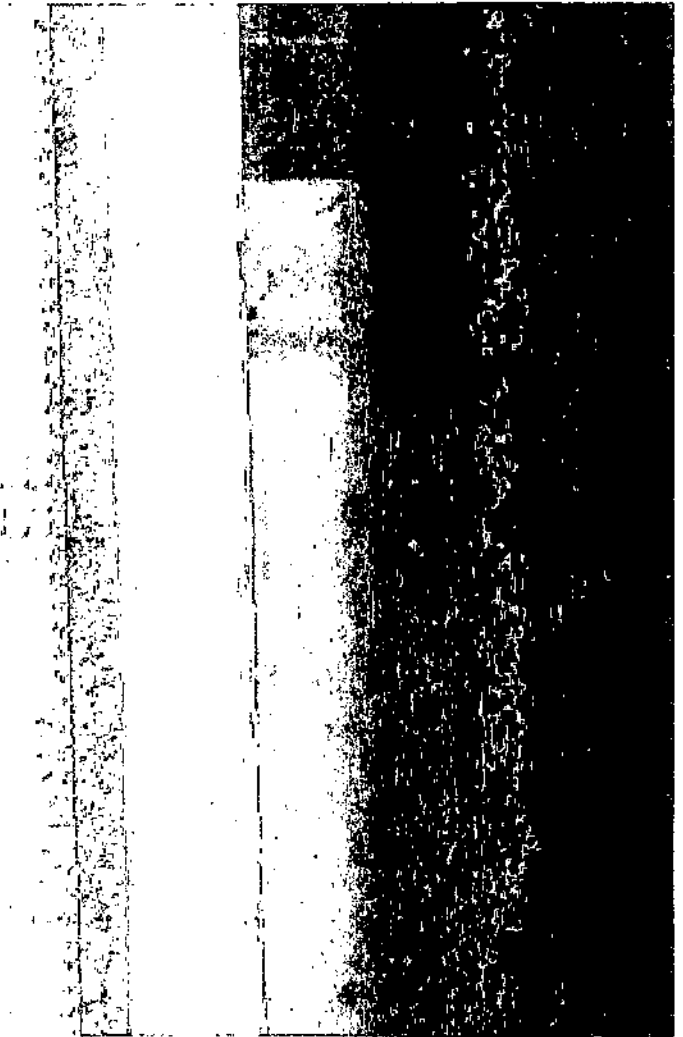
NOT STORM RELATED DAMAGE

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109

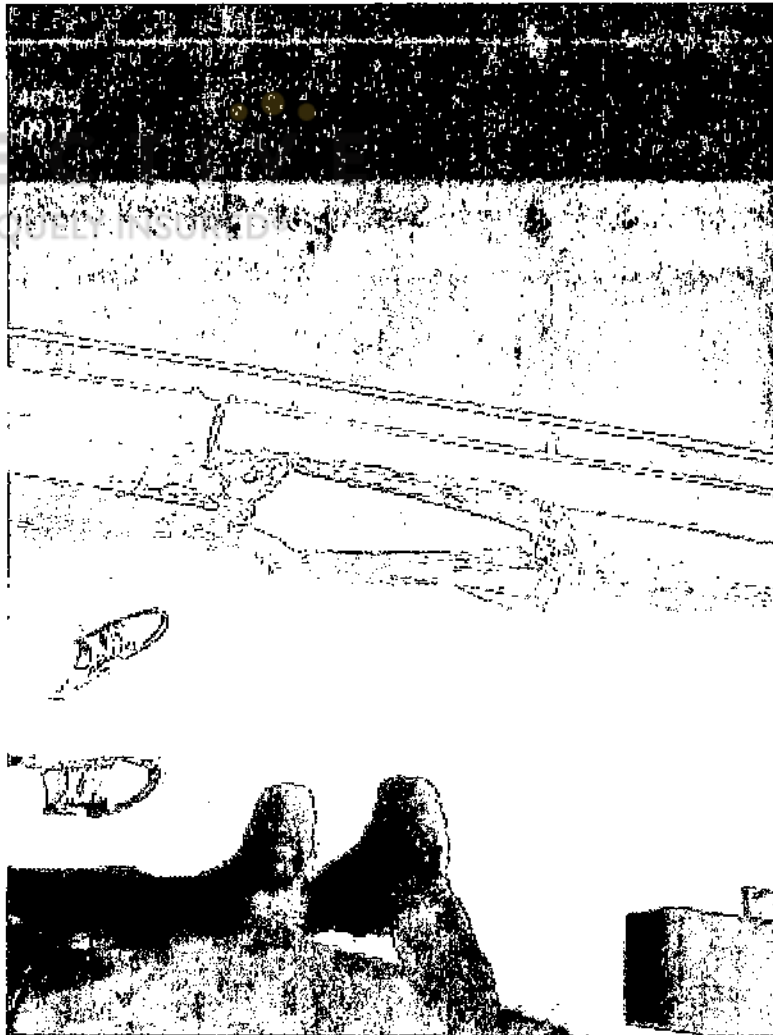
114-IMG\_0378  
GUTTER HAIL HIT

Date Taken: 1/28/2025

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110 119-IMG\_0379

Date Taken: 1/28/2015

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# **EXHIBIT C**

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## CLAIM CRUSHERS

Insured: RENOVATION CHURCH OF ATLANTA  
Property: 1775 Water PL SE  
Atlanta, GA 30339

Claim Rep.: Drew Fraser  
Company: Claim Crushers LLC  
Business: 9924 Davis Street, Ste 1  
Braselton, GA 30517

Business: (678) 677-5326  
E-mail: admin@crushingclaims.com

Estimator: Drew Fraser  
Company: Claim Crushers LLC  
Business: 9924 Davis Street, Ste 1  
Braselton, GA 30517

Business: (678) 677-5326  
E-mail: admin@crushingclaims.com

**Claim Number:** 22712083

**Policy Number:** S2425406

**Type of Loss:** Hail & Wind Damage

Date Contacted: 2/12/2025 12:00 AM  
Date of Loss: 6/6/2023 12:00 AM  
Date Inspected: 1/31/2025 12:00 AM  
Date Est. Completed: 2/12/2025 3:11 PM

Date Received: 2/12/2025 12:00 AM  
Date Entered: 2/8/2025 1:18 PM

Price List: GAAT8X\_JUN25  
Restoration/Service/Remodel  
Estimate: RENOVATION\_CHURCH

\*The insured(s) reserve(s) all right(s) he/she/it/they may have under the insurance policy, including, but not limited to, supplementing the claim/or filing additional Proofs of Loss, should cause arise. This Proof of Loss does not address hidden damages and does not include any unknown damages or complications or additional costs that may be associated with any repair/replacement of the damages to the insured(s) property. If this Proof of Loss does not comply with the policy conditions, you are hereby instructed to inform the insured(s) within 15 days from the date of the Proof of Loss or any deficiencies will be considered waived.

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## CLAIM CRUSHERS

## RENOVATION\_CHURCH

## RENOVATION\_CHURCH

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
<b>Skylight</b>									
1. Windows - Skylights (Bid Item)									
1.00 EA	879,524.36	0.00	0.00	879,524.36	0/NA	Avg.	0%	(0.00)	879,524.36
Bid item per Contractor (See invoice)									
<b>Total: RENOVATION_CHURCH</b>		<b>0.00</b>	<b>0.00</b>	<b>879,524.36</b>				<b>0.00</b>	<b>879,524.36</b>

## Elevations

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
2. R&R Gutter / downspout - aluminum - 7" to 8"									
1,596.70 LF	20.77	1,407.33	6,914.16	41,484.95	0/25 yrs	Avg.	0%	(0.00)	41,484.95
<b>Totals: Elevations</b>		<b>1,407.33</b>	<b>6,914.16</b>	<b>41,484.95</b>				<b>0.00</b>	<b>41,484.95</b>

## EPDM

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
3. R&R Drip edge - PVC/TPO clad metal									
1,172.17 LF	7.64	417.06	1,874.50	11,246.93	0/35 yrs	Avg.	0%	(0.00)	11,246.93
4. R&R Cap flashing - large									
636.67 LF	31.38	769.73	4,149.68	24,898.11	0/35 yrs	Avg.	0%	(0.00)	24,898.11
5. R&R Flat roof exhaust vent / cap - gooseneck 8"									
4.00 EA	102.12	6.48	83.00	497.96	0/35 yrs	Avg.	0%	(0.00)	497.96
6. R&R Exhaust cap - through flat roof - PVC/TPO/Rubber									
9.00 EA	146.99	48.55	274.30	1,645.76	0/35 yrs	Avg.	0%	(0.00)	1,645.76
7. R&R Gravity roof ventilator - 18"									
19.00 EA	368.27	305.16	1,460.48	8,762.77	0/35 yrs	Avg.	0%	(0.00)	8,762.77
8. R&R Insulation - ISO board, 1 1/2"									
435.60 SQ	315.77	2,619.87	28,033.86	168,203.15	0/150 yrs	Avg.	0%	(0.00)	168,203.15
9. R&R Rubber roofing - Fully adhered system - 90 mil									
435.60 SQ	817.99	8,382.60	72,939.82	437,638.87	0/25 yrs	Avg.	0%	(0.00)	437,638.87
<b>Totals: EPDM</b>		<b>12,549.45</b>	<b>108,815.64</b>	<b>652,893.55</b>				<b>0.00</b>	<b>652,893.55</b>

## HVAC

**CLAIM CRUSHERS**

QUANTITY	UNIT	TAX	G&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
10. Heat, Vent, & Air Conditioning (Bid Item)/ Per HVACi report*									
1.00 EA	72,620.16	0.00	14,524.04	87,144.20	0/NA	Avg.	0%	(0.00)	87,144.20
<b>Totals: HVAC</b>		<b>0.00</b>	<b>14,524.04</b>	<b>87,144.20</b>				<b>0.00</b>	<b>87,144.20</b>

**TPO**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
11. R&R Insulation - ISO board, 1 1/2"									
127.32 SQ	315.77	765.75	8,193.94	49,163.53	0/150 yrs	Avg.	0%	(0.00)	49,163.53
12. R&R Single-ply membrane - Fully adhered system - 45 mil									
127.32 SQ	598.40	1,640.98	15,565.86	93,395.13	0/21 yrs	Avg.	0%	(0.00)	93,395.13
<b>Totals: TPO</b>		<b>2,406.73</b>	<b>23,759.80</b>	<b>142,558.66</b>				<b>0.00</b>	<b>142,558.66</b>
<b>Line Item Totals:</b>		<b>16,363.51</b>	<b>154,013.64</b>	<b>1,803,605.72</b>				<b>0.00</b>	<b>1,803,605.72</b>
<b>RENOVATION_CHURCH</b>									

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

<b>Additional Charges</b>	<b>Charge</b>
Permit	100.00
<b>Additional Charges Total</b>	<b>\$100.00</b>

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## CLAIM CRUSHERS

## Summary for Dwelling

Line Item Total	1,633,228.57
Permit	100.00
Material Sales Tax	16,363.51
Subtotal	1,649,692.08
Overhead	77,016.82
Profit	77,016.82
<b>Replacement Cost Value</b>	<b>\$1,803,725.72</b>
Less Deductible	(1,000.00)
<b>Net Claim</b>	<b>\$1,802,725.72</b>

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 Drew Fraser

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## CLAIM CRUSHERS

## Recap of Taxes, Overhead and Profit

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	Overhead (10%)	Profit (10%)	Material Sales Tax (6%)	Storage Rental Tax (6%)	Local Food Tax (2%)
<b>Line Items</b>	77,006.82	77,006.82	16,363.51	0.00	0.00
<b>Additional Charges</b>	10.00	10.00	0.00	0.00	0.00
<b>Total</b>	<b>77,016.82</b>	<b>77,016.82</b>	<b>16,363.51</b>	<b>0.00</b>	<b>0.00</b>

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**CLAIM CRUSHERS****Recap by Room****Estimate: RENOVATION\_CHURCH****Elevations****EPDM****HVAC****TPO**

879,524.36 53.85%

33,163.46 2.03%

531,528.46 32.54%

72,620.16 4.45%

116,392.13 7.13%

**Subtotal of Areas**

1,633,228.57 100.00%

**Total**

1,633,228.57 100.00%

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## CLAIM CRUSHERS

## Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	97,989.01	5.43%
HEAT, VENT & AIR CONDITIONING	72,620.16	4.03%
ROOFING	551,001.37	30.55%
SOFFIT, FASCIA, & GUTTER	32,093.67	1.78%
O&P Items Subtotal	753,704.21	41.79%
Non-O&P Items	Total	%
WINDOWS - SKYLIGHTS	879,524.36	48.76%
Non-O&P Items Subtotal	879,524.36	48.76%
O&P Items Subtotal	753,704.21	41.79%
Permits and Fees	100.00	0.01%
Material Sales Tax	16,363.51	0.91%
Overhead	77,016.82	4.27%
Profit	77,016.82	4.27%
Total	1,803,725.72	100.00%

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CUSTOM SOLAR SOLUTIONS  
8601 Dunwoody Place, Suite 302 | Sandy Springs, GA 30350



## **CUSTOM SOLAR SOLUTIONS, LLC**

### **Electrical Components & PV Detach & Reset Estimate**

**Prepared For:** Renovation Church

**Customer Address:** 1775 Water Pl SE, Atlanta, GA 30339

**Prepared By:** Jordan Marshall, Sales and Service

**Date:** December 20<sup>th</sup>, 2024

*Custom Solar Solutions LLC is a family owned, BBB accredited business offering solar design, installation, backup, and servicing. We encourage homeowners and businesses in Georgia to save money and achieve energy independence through our thoughtful designs and clean installations.*

#### **Scope of Work:**

1. Take inventory and test every PV module, inverter, and racking component
2. Remove and re install **1,482** Photovoltaic Modules, including railing, blocks, and roof conduit, lugs, and clamps.
  - a. Labor: \$455 per module = \$674,310
3. PV module replacement Hansol 340w or similar estimated count:
  - a. 24 @ \$516 per panel = \$12,240
4. Solar Edge SE33.3KUS Inverter replacement:
  - a. 1 out of 14 inverters @ \$7,273 each = \$7,273
5. SolarEdge Optimizer Replacement:
  - a. 207 out of 735 optimizers @ \$189 per optimizer = \$39,123
6. MC connectors replacement:
  - a. 400 out of 2,940 @ \$7 each = \$2,800
7. 100% Wire Management Replacement (Code Requirement):
 

Material	Quantity	Cost
Red 10 Gauge PV Wire	5,000'	\$2,700
Black 10 Gauge PV Wire	5,000'	\$2,700
6 Gauge Bare Ground Wire	1000'	\$800
10' Sticks of 1.25" Conduit	500 count	\$17,500
<b>Total</b>		<b>\$23,700.00</b>
8. Rental of storage containers to store equipment in a secure area on site: **\$13,400**

**CUSTOM SOLAR SOLUTIONS**

8601 Dunwoody Place, Suite 302 | Sandy Springs, GA 30350



9. Rental of 49-foot Lull, daily rate: **\$1,300** per day or **\$4,500** per month

10. Racking Cost: Price per unit for racking components:

<b>Material</b>	<b>Quantity</b>	<b>Cost</b>
Unirac 370010	1551	\$55,254.65
4Unirac 370011	59	\$2,089.70
Unirac Mod Clamp	6224	\$14,998.64
Unirac Mod Side Bolt	6224	\$3,485.16
Unirac Mid Support	1470	\$17,421.28
Unirac Roof Pad	2830	\$5,320.78
Unirac Tiger Clip	1500	\$3,600.00
Unirac Ground Lug	1	<u>\$8.15</u>
<b>Total</b>		<b><u>\$102,178.36</u></b>

- (1) One-year (1) Labor warranty on all electrical work provided by Custom Solar Solutions and we will match rooftop workmanship warranty offered by roofing contractor.
- (2) Customer understands that damaged pieces cannot be reused upon installation at new property. Contractor will make every effort to preserve all railing pieces including footers and flashing, upon the service.

**Total Estimate for Necessary Components/Labor: \$879,524.36**

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# Roof Report

Prepared by Roofr

61180 sqft

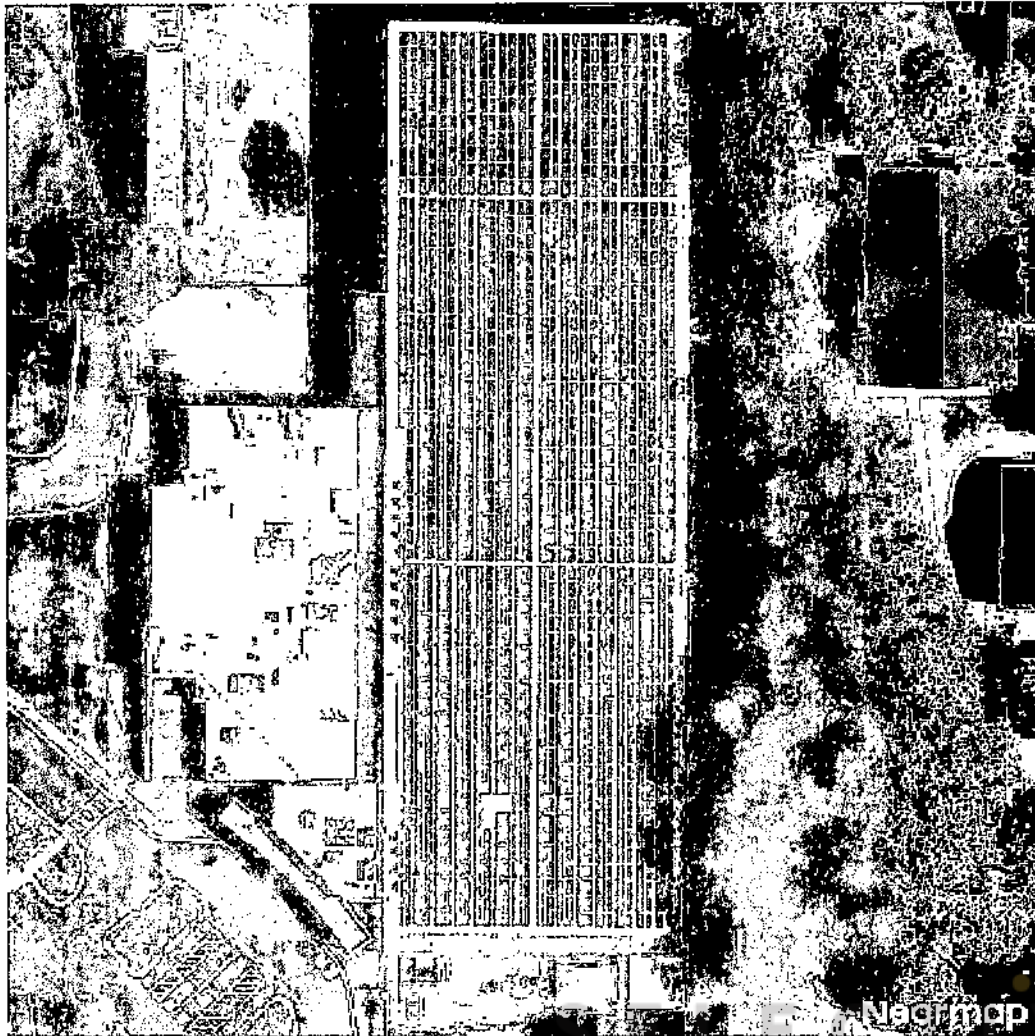
7 facets

1775 Water Place Southeast, Atlanta, GA 30339

Predominant pitch 0/12

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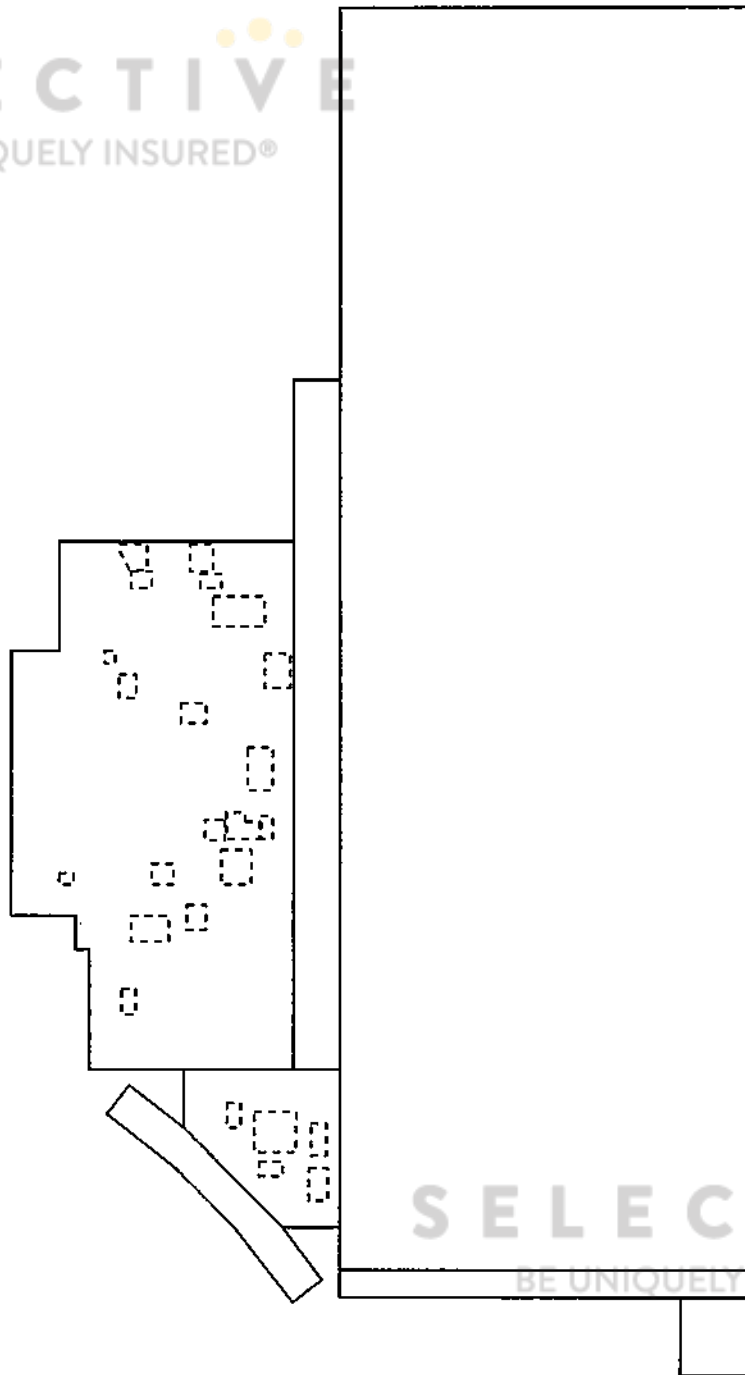
Nearmap May 28, 2024

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## Diagram

1775 Water Place Southeast, Atlanta, GA 30339

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## Area measurement report

1775 Water Place Southeast, Atlanta, GA 30339

Total roof area: 61180 sqft

Pitched roof area: 4890 sqft

Flat roof area: 56290 sqft

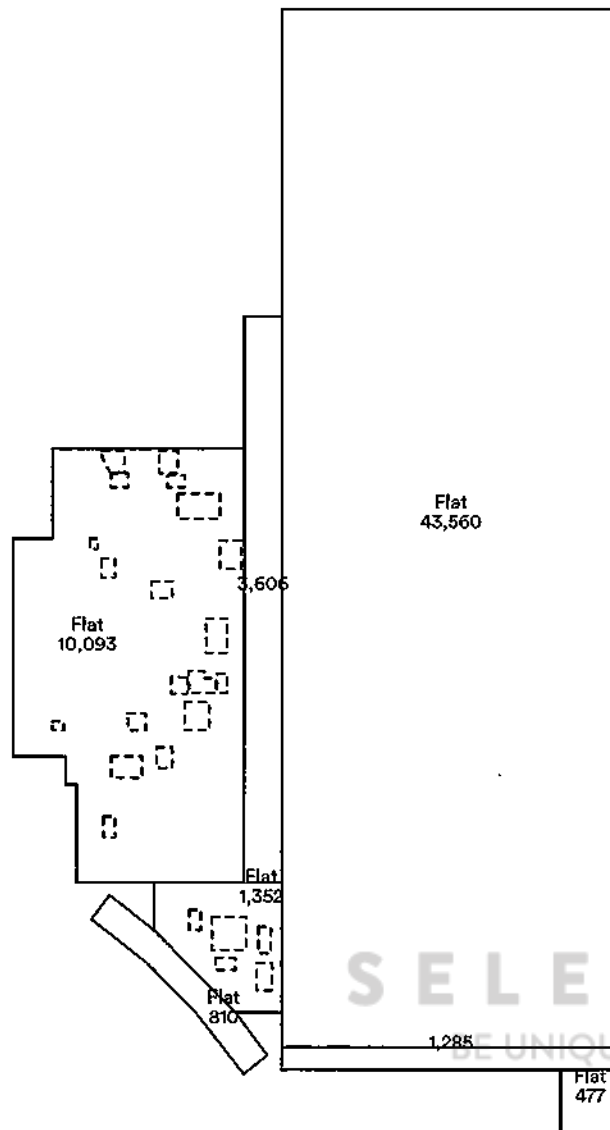
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 0/12

Predominant pitch area: 56290 sqft

Unspecified pitch area: 0 sqft

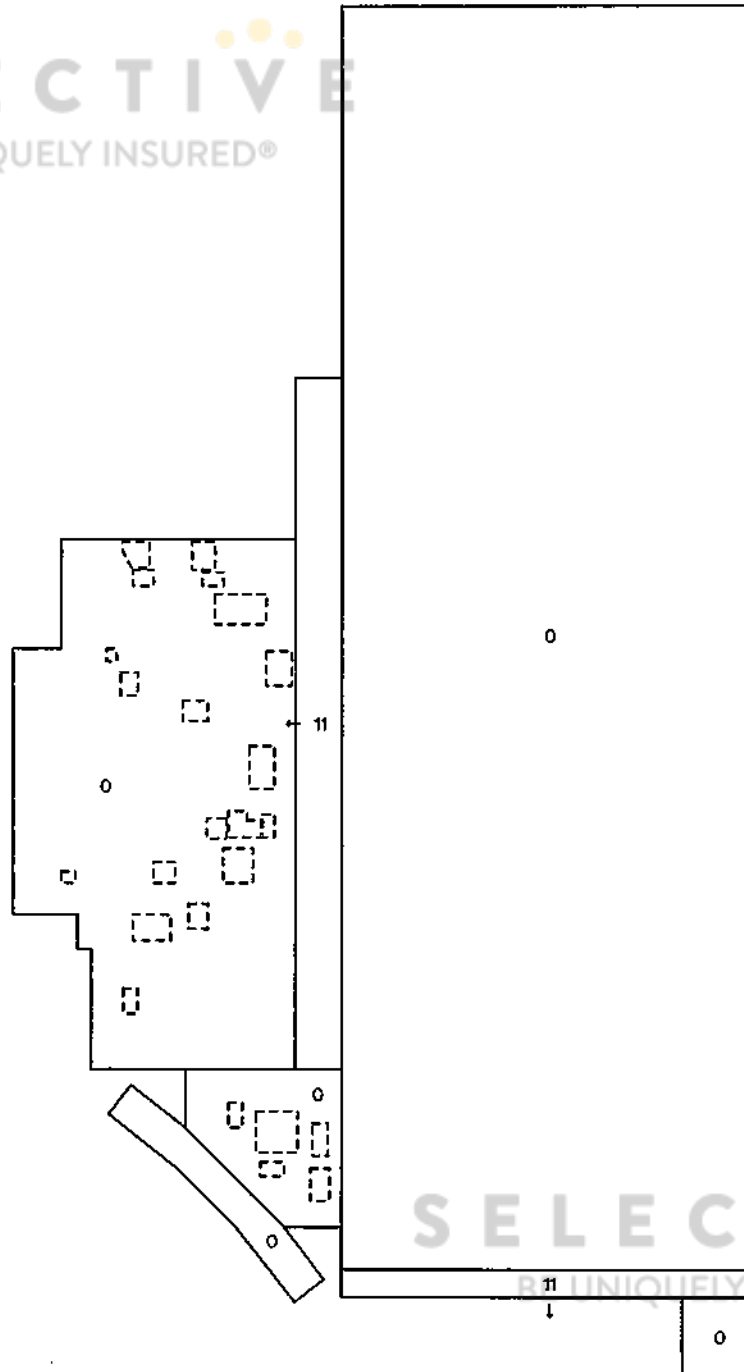


Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

## Pitch & direction measurement report

1775 Water Place Southeast, Atlanta, GA 30339

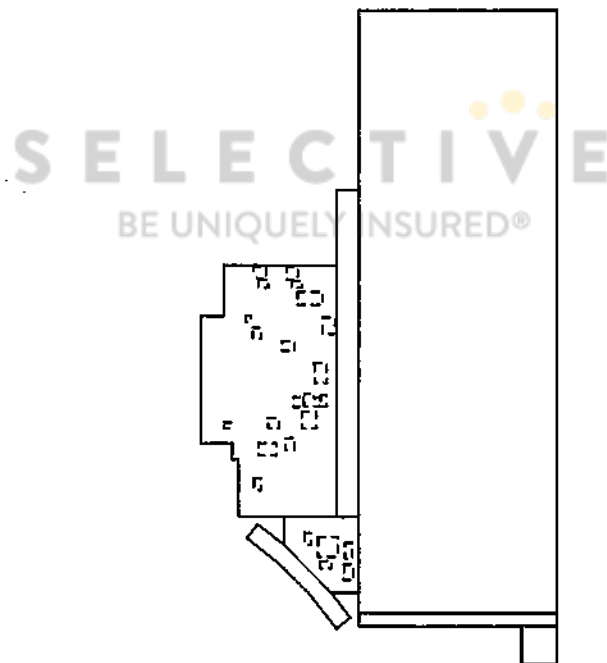
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Deleted facets are designated with a dashed line and do not have a pitch.

## Report summary

1775 Water Place Southeast, Atlanta, GA 30339



### Measurements

Total roof area	61180 sqft
Total pitched area	4890 sqft
Total flat area	56290 sqft
Total roof facets	7 facets
Predominant pitch	0/12
Total eaves	1132ft 7in
Total valleys	0ft 0in
Total hips	0ft 0in
Total ridges	0ft 0in
Total rakes	39ft 7in
Total wall flashing	986ft 9in
Total step flashing	18ft 1in
Total transitions	152ft 3in
Total parapet wall	636ft 8in
Total unspecified	259ft 3in
Hips + ridges	0ft 0in
Eaves + rakes	1172ft 2in

Pitch	0/12	11/12
Area (sqft)	56,290	4,891
Squares	562.9	49.0

### Recommended

Waste %	0%	1%	10%	12%	15%	17%	20%
Area (sqft)	61,180	61,792	67,298	68,522	70,357	71,581	73,416
Squares	611.8	618.0	673.0	685.3	703.6	715.9	734.2

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.).

This report was prepared by Roofr. Copyright © 2024 Roofr.com | All rights reserved.

## Material calculations

1775 Water Place Southeast, Atlanta, GA 30339

Product	Unit	Waste (0%)	Waste (1%)	Waste (10%)	Waste (15%)
Shingle (total sqft)		4,891 sqft	4,940 sqft	5,380 sqft	5,624 sqft
IKO - Cambridge	bundle	147	149	162	169
CertainTeed - Landmark	bundle	150	151	165	172
GAF - Timberline	bundle	150	151	165	172
Owens Corning - Duration	bundle	150	151	165	172
Atlas - Pristine	bundle	149	150	164	171
Starter (eaves + rakes)		1,173 ft	1,184 ft	1,290 ft	1,349 ft
IKO - Leading Edge Plus	bundle	10	11	11	12
CertainTeed - SwiftStart	bundle	11	11	12	12
GAF - Pro-Start	bundle	10	10	11	12
Owens Corning - Starter Strip	bundle	12	12	13	13
Atlas - Pro-Cut	bundle	9	9	10	10
Ice and Water (eaves + valleys + flashings)		2,138 ft	2,159 ft	2,352 ft	2,459 ft
IKO - StormShield	roll	33	34	37	38
CertainTeed - WinterGuard	roll	33	34	37	38
GAF - WeatherWatch	roll	33	33	36	37
Owens Corning - WeatherLock	roll	29	29	32	33
Atlas - Weathermaster	roll	33	34	37	38
Synthetic (total sqft; no laps)		4,891 sqft	4,940 sqft	5,380 sqft	5,624 sqft
IKO - Stormtite	roll	5	5	6	6
CertainTeed - RoofRunner	roll	5	5	6	6
GAF - Deck-Armor	roll	5	5	6	6
Owens Corning - RhinoRoof	roll	5	5	6	6
Atlas - Summit	roll	5	5	6	6
Capping (hips + ridges)					
IKO - Hip and Ridge	bundle	0	0	0	0
CertainTeed - Shadow Ridge	bundle	0	0	0	0
GAF - Seal-A-Ridge	bundle	0	0	0	0
Owens Corning - DecoRidge	bundle	0	0	0	0
Atlas - Pro-Cut H&R	bundle	0	0	0	0
Other					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	118	119	129	135

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).

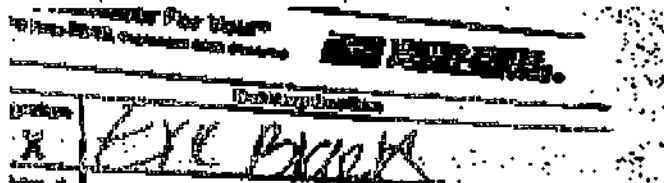


Date Produced: 04/14/2025

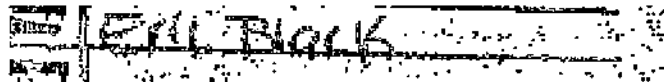
LETTERSTREAM:

The following is the delivery information for Certified Mail™/RRE item number 9214 8901 4298 0416 4388 25. Our records indicate that this item was delivered on 04/11/2025 at 09:41 a.m. in LONDON, KY 40742. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,  
United States Postal Service

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11380295.1.142

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USPS CERTIFIED MAIL



9214 8901 4298 0416 4388 25

Claim Check  
Draw From  
9924 Davis St STE 1  
Brazelton GA 30517



SELECTIVE INSURANCE  
JEFFREY SPARKS  
PO Box 7264  
London KY 40742  
USA

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**Mailing Address:**

PO BOX 579  
Braselton, GA 30517

**Office Location:**

9924 Davis Street, Ste. 1  
Braselton, GA 30517



3/31/2025

To:

SELECTIVE WAY INSURANCE COMPANY

Jeff Sparks

PO Box 7264 London, KY 40742

Phone: 470-990-6612

Fax: 877-233-0917

jeffrey.sparks@selective.com

Attached, please find the comprehensive report by Valor Technical Consulting, LLC, regarding the loss incurred on June 6, 2023, as well as our detailed estimate for full indemnification.

**Summary of Valor's Findings:**

- **Hail Damage Confirmation:**
  - Valor's analysis confirmed that the light-gauge metal roof appurtenances and edge transition flashing on the property suffered circular indentations due to hail from the storm on 06.06.2023.
- **Replacement and Repair Needs:**
  - To address the hail damage, the report specifies the necessity for removal and replacement of approximately 637 linear feet of cap flashing, 1,133 linear feet of drip edge, and 1,597 linear feet of gutters/downspouts as estimated by the Selective Way Insurance Company on 02.26.2025.
- **Impact on Roof Membrane:**
  - The removal process will result in unsealed holes within the single-ply roof membrane, which should be repaired according to manufacturer guidelines. Moreover, due to the worn condition of the existing membrane, a durable bond for any patches is improbable, suggesting the need for complete replacement.
- **Recommendations:**
  - Valor strongly recommends removing and replacing the underlying single-ply roof membrane in affected areas to prevent future water intrusion and structural compromise, specifically due to the unsuitability of sealant as a long-term solution.

We trust your review of the attached documents will facilitate timely action in line with the policy terms. Should you require any further information or clarification, please do not hesitate to reach out.

Thank you for your attention to this matter. We look forward to your favorable response.

Best regards,

Drew Fraser

Public Insurance Adjuster & CEO

LIC: GA 3065501 | SC 17865954 | TN 3001713706 | NC 17865954 | KY 1369886

P: (678) 677-5326

E: admin@crushingclaims.com

Mailing Address: PO Box 579, Braselton, GA 30517

Office HQ: 9924 Davis Street, STE 1, Braselton, GA 30517

SPPA\* | B.Sc. | Ring it Up™ | GAPIA | APA | UCP | AAPA | InterNACHI | BEI | PABC 21'



11380256.1.3-42

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## CLAIM CRUSHERS

Insured: RENOVATION CHURCH OF ATLANTA  
 Property: 1775 Water PL SE  
 Atlanta, GA 30339

Claim Rep.: Drew Fraser  
 Company: Claim Crushers LLC  
 Business: 9924 Davis Street, Ste 1  
 Braselton, GA 30517

Business: (678) 677-5326  
 E-mail: admin@crushingclaims.com

Estimator: Drew Fraser  
 Company: Claim Crushers LLC  
 Business: 9924 Davis Street, Ste 1  
 Braselton, GA 30517

Business: (678) 677-5326  
 E-mail: admin@crushingclaims.com

Claim Number: 22712083

Policy Number: S2425406

Type of Loss: Hail & Wind Damage

Date Contacted: 2/12/2025 12:00 AM

Date of Loss: 6/6/2023 12:00 AM

Date Inspected: 1/31/2025 12:00 AM

Date Est. Completed: 2/12/2025 3:11 PM

Date Received: 2/12/2025 12:00 AM

Date Entered: 2/8/2025 1:18 PM

Price List: GAAT8X\_FFB25  
 Restoration/Service/Remodel  
 Estimate: RENOVATION\_CHURCH

\*The insured(s) reserve(s) all right(s) he/she/it/they may have under the insurance policy, including, but not limited to, supplementing the claim/or filing additional Proofs of Loss, should cause arise. This Proof of Loss does not address hidden damages and does not include any unknown damages or complications or additional costs that may be associated with any repair/replacement of the damages to the insured(s) property. If this Proof of Loss does not comply with the policy conditions, you are hereby instructed to inform the insured(s) within 15 days from the date of the Proof of Loss or any deficiencies will be considered waived.

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## CLAIM CRUSHERS

## RENOVATION\_CHURCH

## RENOVATION\_CHURCH

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
<b>Skylight</b>									
1. Windows - Skylights (Bid Item)									
1.00 EA		879,524.36	0.00	0.00	879,524.36	0/NA	Avg.	0%	(0.00) 879,524.36
Bid item per Contractor (See invoice)									
Engineer Report:									
2. Valor Engineer Report Invoice#									
1.00 EA		3,800.00	0.00	0.00	3,800.00	0/NA	Avg.	0%	(0.00) 3,800.00
<b>Total: RENOVATION_CHURCH</b>		<b>8.90</b>	<b>8.90</b>	<b>883,324.36</b>				<b>0.00</b>	<b>883,324.36</b>

## Metal Roofing

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
<b>Roofing</b>									
3. R&R Metal roofing									
61,792. SF	7.69	8,564.37	96,748.98	580,493.83	0/75 yrs	Avg.	0%	(0.00)	580,493.83
4. R&R Drip edge - PVC/TPO clad metal									
1,172.17 LF	7.64	625.59	1,916.20	11,497.17	0/35 yrs	Avg.	0%	(0.00)	11,497.17
5. R&R Cap flashing - large									
636.67 LF	31.35	1,154.60	4,222.84	25,337.05	0/35 yrs	Avg.	0%	(0.00)	25,337.05
<b>Vents</b>									
6. R&R Flat roof exhaust vent / cap - gooseneck 8"									
4.00 EA	101.39	9.72	83.44	500.72	0/35 yrs	Avg.	0%	(0.00)	500.72
7. R&R Exhaust cap - through flat roof - PVC/TPO/Rubber									
9.00 EA	146.79	72.83	278.78	1,672.72	0/35 yrs	Avg.	0%	(0.00)	1,672.72
8. R&R Gravity roof ventilator - 18"									
19.00 EA	367.95	457.73	1,489.74	8,938.52	0/35 yrs	Avg.	0%	(0.00)	8,938.52
<b>Gutters</b>									
9. R&R Gutter / downspout - aluminum - 7" to 8"									
1,596.70 LF	20.70	2,103.81	7,031.10	42,186.60	0/25 yrs	Avg.	0%	(0.00)	42,186.60
<b>Totals: Metal Roofing</b>		<b>12,988.65</b>	<b>111,771.08</b>	<b>670,626.61</b>				<b>0.00</b>	<b>670,626.61</b>

## HVAC

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
10. Heat, Vent, & Air Conditioning (Bid Item)/ Per HVACi report*									
1.00 EA		72,620.16	0.00	14,524.04	87,144.20	0/NA	Avg.	0%	(0.00) 87,144.20

RENOVATION\_CHURCH

3/31/2025

Page: 2

11380295.1.6-42



## CLAIM CRUSHERS

CONTINUED - HVAC

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
<b>Totals: HVAC</b>		0.00	14,524.04	87,144.20				0.00	87,144.20
<b>Line Item Totals:</b>		12,988.65	126,295.12	1,641,095.17				0.00	1,641,095.17
<b>RENOVATION_CHURCH</b>									

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

<b>Additional Charges</b>	<b>Charge</b>
Permit	100.00
<b>Additional Charges Total</b>	<b>\$100.00</b>

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## CLAIM CRUSHERS

Summary for Dwelling	
Line Item Total	1,501,811.40
Permit	100.00
Material Sales Tax	12,988.65
Subtotal	1,514,900.05
Overhead	63,157.56
Profit	63,157.56
Replacement Cost Value	\$1,641,215.17
Less Deductible	(1,000.00)
Net Claim	\$1,640,215.17

---

 Drew Fraser

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## CLAIM CRUSHERS

## Recap of Taxes, Overhead and Profit

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	Overhead (10%)	Profit (10%)	Material Sales Tax (9%)	Storage Rental Tax (9%)	Local Food Tax (5%)
Line Items	63,147.56	63,147.56	12,988.65	0.00	0.00
Additional Charges	10.00	10.00	0.00	0.00	0.00
<b>Total</b>	<b>63,157.56</b>	<b>63,157.56</b>	<b>12,988.65</b>	<b>0.00</b>	<b>0.00</b>

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**CLAIM CRUSHERS****Recap by Room**

Estimate: RENOVATION\_CHURCH  
 Roofing  
 HVAC

883,324.36	58.82%
545,866.88	36.35%
72,620.16	4.84%

**Subtotal of Areas**

<b>1,501,811.40</b>	<b>100.00%</b>
---------------------	----------------

**Total**

<b>1,501,811.40</b>	<b>100.00%</b>
---------------------	----------------

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## CLAIM CRUSHERS

## Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	43,213.53	2.63%
HEAT, VENT & AIR CONDITIONING	72,620.16	4.42%
ROOFING	470,655.48	28.68%
SOFFIT, FASCIA, & GUTTER	31,997.87	1.95%
<b>O&amp;P Items Subtotal</b>	<b>618,487.04</b>	<b>37.68%</b>
<b>Non-O&amp;P Items</b>	<b>Total</b>	<b>%</b>
ROOFING	3,800.00	0.23%
WINDOWS - SKYLIGHTS	879,524.36	53.59%
<b>Non-O&amp;P Items Subtotal</b>	<b>883,324.36</b>	<b>53.82%</b>
<b>O&amp;P Items Subtotal</b>	<b>618,487.04</b>	<b>37.68%</b>
Permits and Fees	100.00	0.01%
Material Sales Tax	12,988.65	0.79%
Overhead	63,157.56	3.85%
Profit	63,157.56	3.85%
<b>Total</b>	<b>1,641,215.17</b>	<b>100.00%</b>

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CUSTOM SOLAR SOLUTIONS  
8601 Dunwoody Place, Suite 302 | Sandy Springs, GA 30350



## **CUSTOM SOLAR SOLUTIONS, LLC**

### **Electrical Components & PV Detach & Reset Estimate**

**Prepared For:** Renovation Church

**Customer Address:** 1775 Water Pl SE, Atlanta, GA 30339

**Prepared By:** Jordan Marshall, Sales and Service

**Date:** December 20<sup>th</sup>, 2024

*Custom Solar Solutions LLC is a family owned, BBB accredited business offering solar design, installation, backup, and servicing. We encourage homeowners and businesses in Georgia to save money and achieve energy independence through our thoughtful designs and clean installations.*

#### **Scope of Work:**

1. Take inventory and test every PV module, inverter, and racking component
2. Remove and re install **1,482** Photovoltaic Modules, including railing, blocks, and roof conduit, lugs, and clamps.
  - a. Labor: \$455 per module = **\$674,310**
3. PV module replacement Hansol 340w or similar estimated count:
  - a. **24 @ \$510 per panel = \$12,240**
4. Solar Edge SE33.3KUS Inverter replacement:
  - a. **1 out of 14 inverters @ \$7,273 each= \$7,273**
5. SolarEdge Optimizer Replacement:
  - a. **297 out of 735 optimizers @ \$189 per optimizer = \$39,123**
6. MC connectors replacement:
  - a. **400 out of 2,940 @ \$7 each = \$2,800**
7. 100% Wire Management Replacement (Code Requirement):
 

Material	Quantity	Cost
Red 10 Gauge PV Wire	5,000'	\$2,700
Black 10 Gauge PV Wire	5,000'	\$2,700
6 Gauge Bare Ground Wire	1000'	\$800
10' Sticks of 1.25" Conduit	500 count	\$17,500
<b>Total</b>		<b>\$23,700.00</b>
8. Rental of storage containers to store equipment in a secure area on site: **\$13,400**

CUSTOM SOLAR SOLUTIONS  
8601 Dunwoody Place, Suite 302 | Sandy Springs, GA 30350



9. Rental of 49-foot Lull, daily rate: **\$1,300** per day or **\$4,500** per month

10. Racking Cost: Price per unit for racking components:

Material	Quantity	Cost
Unirac 370010	1551	\$55,254.65
4Unirac 370011	59	\$2,089.70
Unirac Mod Clamp	6224	\$14,998.64
Unirac Mod Side Bolt	6224	\$3,485.16
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Unirac Tiger Clip	1500	\$3,600.00
Unirac Ground Lug	1	<u>\$8.15</u>
<b>Total</b>		<b><u>\$102,178.36</u></b>

- (1) One-year (1) Labor warranty on all electrical work provided by Custom Solar Solutions and we will match rooftop workmanship warranty offered by roofing contractor.
- (2) Customer understands that damaged pieces cannot be reused upon installation at new property. Contractor will make every effort to preserve all railing pieces including footers and flashing, upon the service.

**Total Estimate for Necessary Components/Labor: \$879,524.36**

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## INVOICE

VALOR TECHNICAL CONSULTING, LLC  
 PO BOX 783, JENKS, OKLAHOMA 74037  
 918.970.4722  
 855.918.5111 (TF)  
 billing@valortech.com



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**Draw Fraser**  
**Claim Crushers LLC (Contact 1468)**  
 9924 Davis Street, Suite 100, #100  
 Braselton, GA 30517  
 Invoice Emailed to: admin@crushingclaims.com

Invoice # 2625  
 Date 1/2/2025  
 Amount Due \$3,800.00  
 Due Date Due on Receipt

**REFERENCE MATTER:**  
**GA-01.02.2025.01 - Renovation Church of Atlanta Inc.**  
 1775 Water Place Southeast  
 Atlanta, GA 30333

Item	Description	Unit of Measure	Qty	Price	Amount
RETAINER		Items	1.00	\$3,800.00	\$3,800.00

Sub Total \$3,800.00  
 Total \$3,800.00  
 Amount Paid \$0.00  
 Balance Due \$3,800.00



www.valortech.com

## SPECIAL INSTRUCTIONS

Please include the job number and invoice number with any correspondence and/or payments. Please also note that payment for this invoice are due upon receipt. Under no circumstance shall payment of this invoice be contingent upon any specific outcome related to the matter that is the subject of this invoice.

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11380295.1.14-42



# Roof Report

Prepared by Roofr

1775 Water Place Southeast, Atlanta, GA 30339

61180 sqft

7 facets

Predominant pitch 0/12

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Nearmap May 28, 2024

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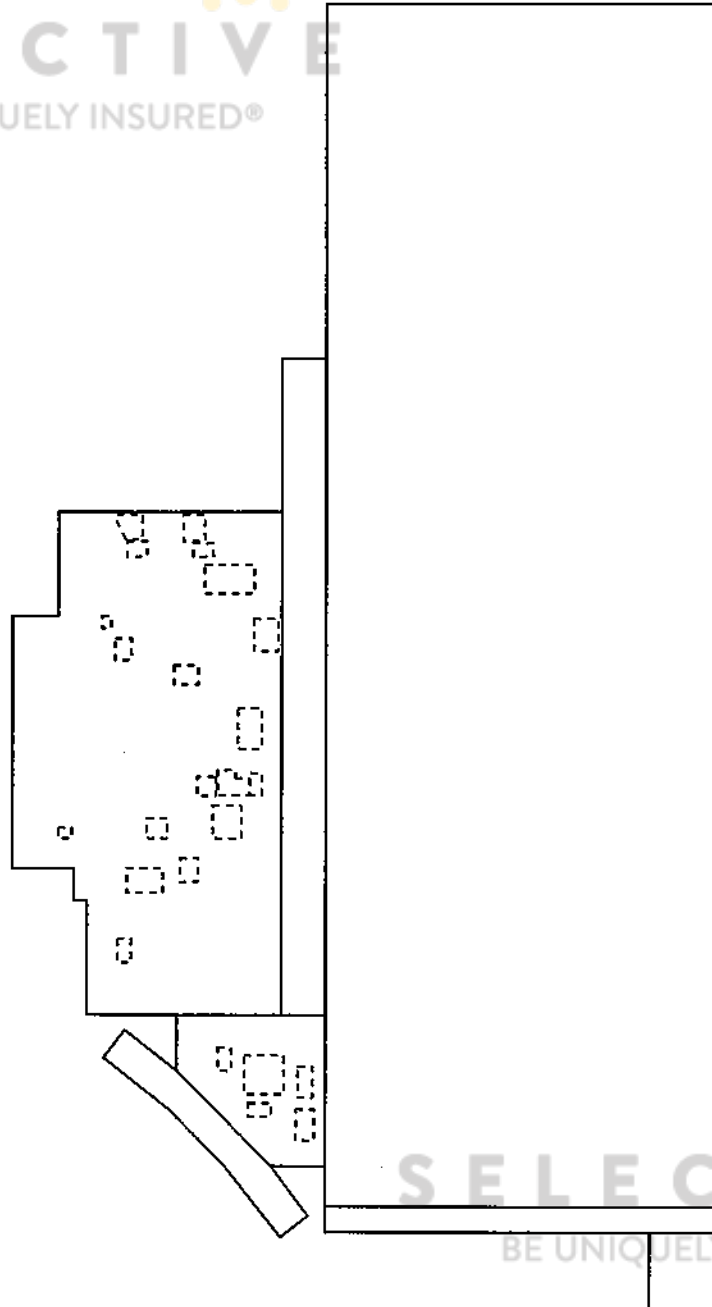
11380295.1.15-42

Prepared by  roofr

## Diagram


1775 Water Place Southeast, Atlanta, GA 30339

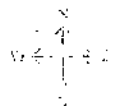
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1775 Water Place Southeast, Atlanta, GA 30339

 Parapet wall: 636ft 8in

3 

Prepared by  roofr

## Area measurement report

1775 Water Place Southeast, Atlanta, GA 30339

Total roof area: 61180 sqft

Pitched roof area: 4890 sqft

Flat roof area: 56290 sqft

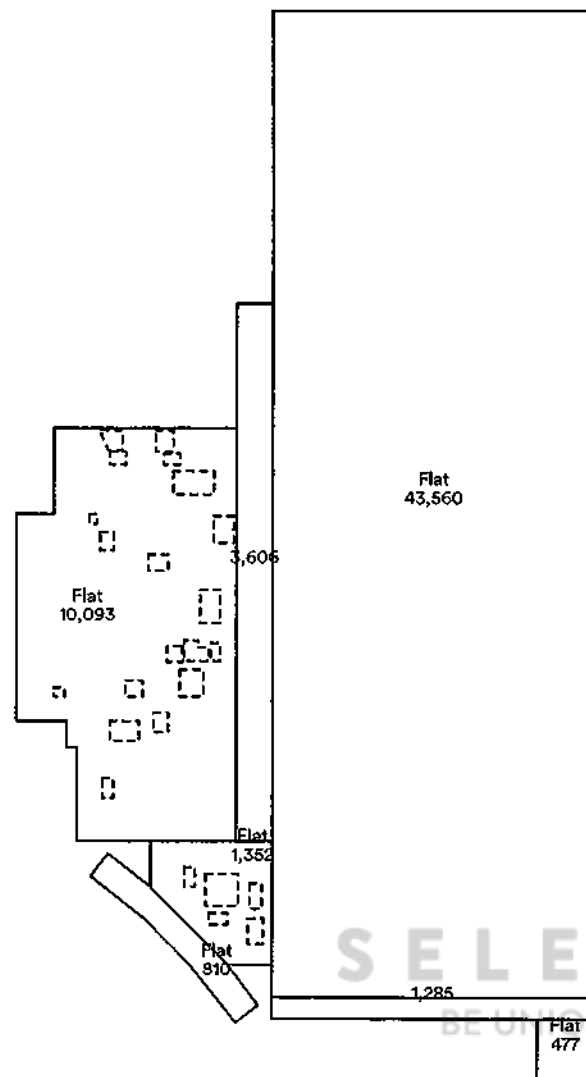
Two story area: 0 sqft

Two layer area: 0 sqft

Predominant pitch: 0/12

Predominant pitch area: 56290 sqft

Unspecified pitch area: 0 sqft



Area measurements in diagram are rounded. The totals at the top of the page are the sums of the exact measurements, which are then rounded. Deleted facets (skylights, chimneys, etc.) are designated with a dashed line and are excluded from the calculations.

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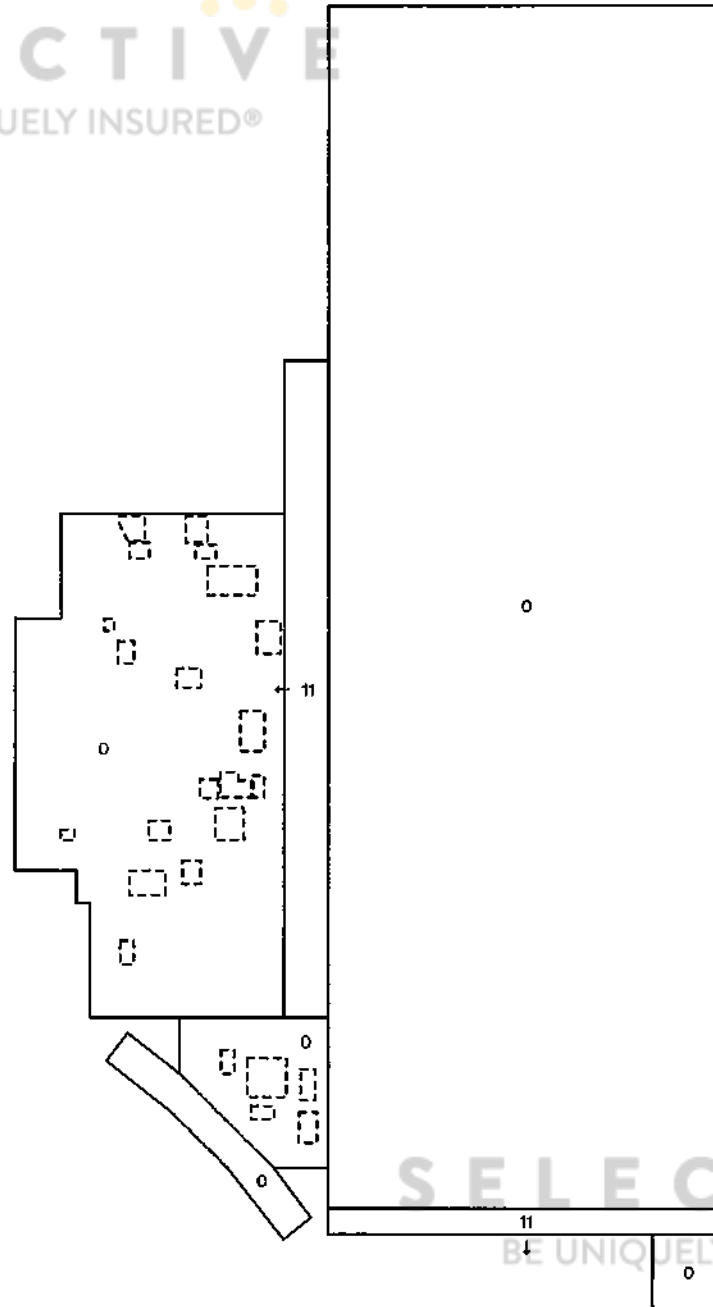
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## Pitch & direction measurement report

1775 Water Place Southeast, Atlanta, GA 30339

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Deleted facets are designated with a dashed line and do not have a pitch.

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## Report summary

1775 Water Place Southeast, Atlanta, GA 30339



### Measurements

Total roof area	61180 sqft
Total pitched area	4890 sqft
Total flat area	56290 sqft
Total roof facets	7 facets
Predominant pitch	0/12
Total eaves	1132ft 7in
Total valleys	0ft 0in
Total hips	0ft 0in
Total ridges	0ft 0in
Total rakes	39ft 7in
Total wall flashing	986ft 9in
Total step flashing	18ft 1in
Total transitions	152ft 3in
Total parapet wall	636ft 8in
Total unspecified	259ft 3in
Hips + ridges	0ft 0in
Eaves + rakes	1172ft 2in

Pitch	0/12	11/12
Area (sqft)	56,290	4,891
Squares	562.9	49.0

	Recommended						
Waste %	0%	1%	10%	12%	15%	17%	20%
Area (sqft)	61,180	61,792	67,298	68,522	70,357	71,581	73,416
Squares	611.8	618.0	673.0	685.3	703.6	715.9	734.2

Recommended waste is based on an asphalt shingle roof with a closed valley system (if applicable). Several other factors are involved in determining which waste percentage to use, including the complexity of the roof and individual roof application style. You will also need to calculate the post-waste quantity of other materials needed (hip and ridge caps, starter shingle, etc.).

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## Material calculations

1775 Water Place Southeast, Atlanta, GA 30339

Product	Unit	Waste (0%)	Waste (1%)	Waste (10%)	Waste (15%)
<b>Shingle (total sqft)</b>		<b>4,891 sqft</b>	<b>4,940 sqft</b>	<b>5,380 sqft</b>	<b>5,624 sqft</b>
IKO - Cambridge	bundle	147	149	162	169
CertainTeed - Landmark	bundle	150	151	165	172
GAF - Timberline	bundle	150	151	165	172
Owens Corning - Duration	bundle	150	151	165	172
Atlas - Pristine	bundle	149	150	164	171
<b>Starter (eaves + rakes)</b>		<b>1,173 ft</b>	<b>1,184 ft</b>	<b>1,290 ft</b>	<b>1,349 ft</b>
IKO - Leading Edge Plus	bundle	10	11	11	12
CertainTeed - SwiftStart	bundle	11	11	12	12
GAF - Pro-Start	bundle	10	10	11	12
Owens Corning - Starter Strip	bundle	12	12	13	13
Atlas - Pro-Cut	bundle	9	9	10	10
<b>Ice and Water (eaves + valleys + flashings)</b>		<b>2,138 ft</b>	<b>2,159 ft</b>	<b>2,352 ft</b>	<b>2,459 ft</b>
IKO - StormShield	roll	33	34	37	38
CertainTeed - WinterGuard	roll	33	34	37	38
GAF - WeatherWatch	roll	33	33	36	37
Owens Corning - WeatherLock	roll	29	29	32	33
Atlas - Weathermaster	roll	33	34	37	38
<b>Synthetic (total sqft; no laps)</b>		<b>4,891 sqft</b>	<b>4,940 sqft</b>	<b>5,380 sqft</b>	<b>5,624 sqft</b>
IKO - Stormtite	roll	5	5	6	6
CertainTeed - RoofRunner	roll	5	5	6	6
GAF - Deck-Armor	roll	5	5	6	6
Owens Corning - RhinoRoof	roll	5	5	6	6
Atlas - Summit	roll	5	5	6	6
<b>Capping (hips + ridges)</b>					
IKO - Hip and Ridge	bundle	0	0	0	0
CertainTeed - Shadow Ridge	bundle	0	0	0	0
GAF - Seal-A-Ridge	bundle	0	0	0	0
Owens Corning - DecoRidge	bundle	0	0	0	0
Atlas - Pro-Cut H&R	bundle	0	0	0	0
<b>Other</b>					
8' Valley (no laps)	sheet	0	0	0	0
10' Drip Edge (eaves + rakes; no laps)	sheet	118	119	129	135

These calculations are estimates and are not guaranteed. Always double check calculations before ordering materials. Estimates are based off of the total pitched area (i.e., flat area is excluded).



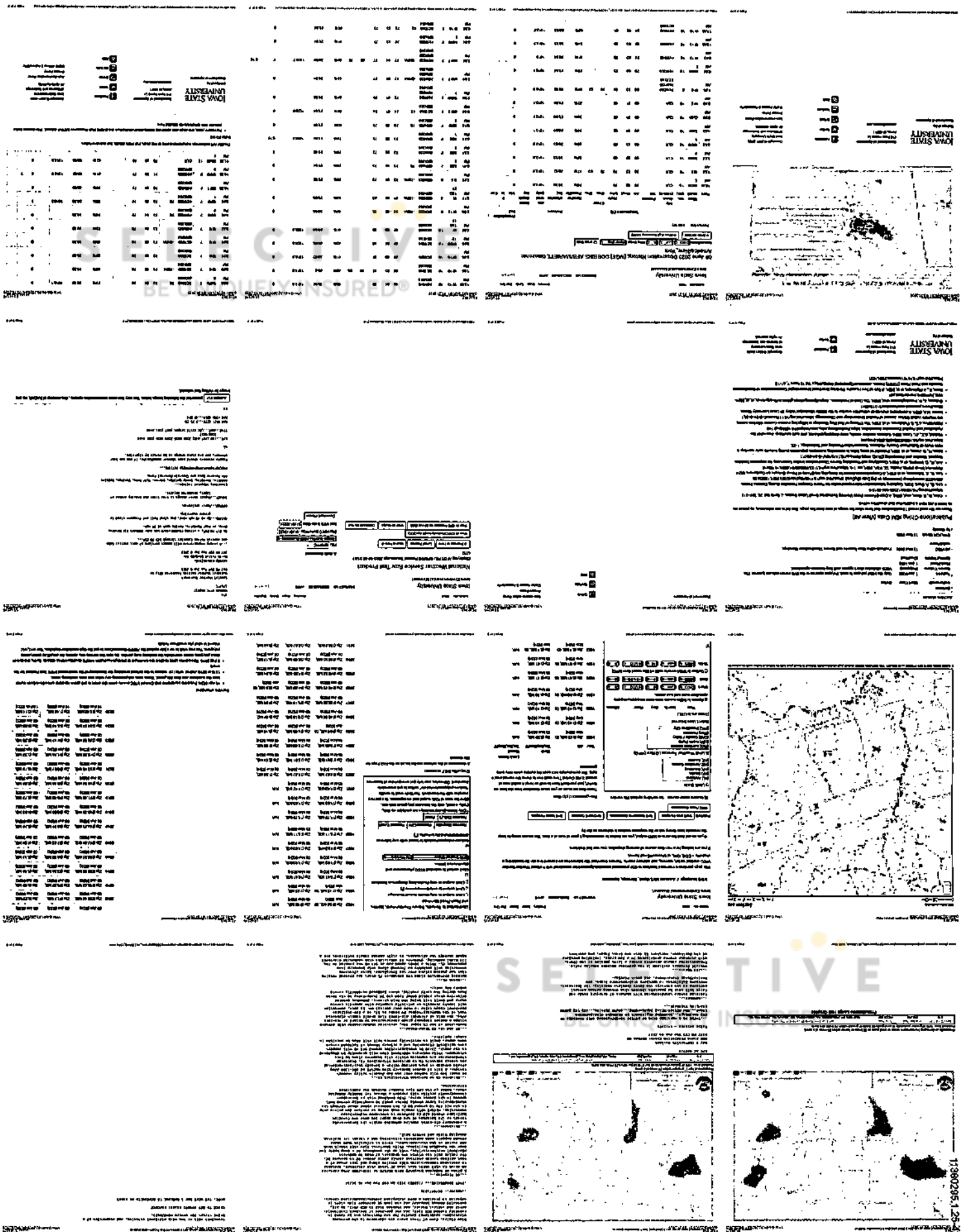






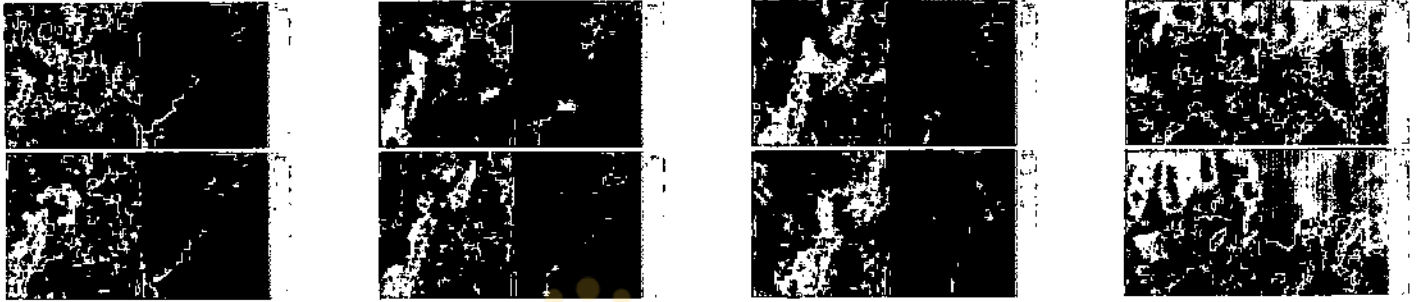




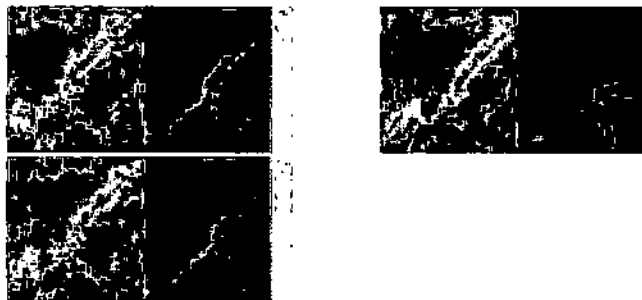
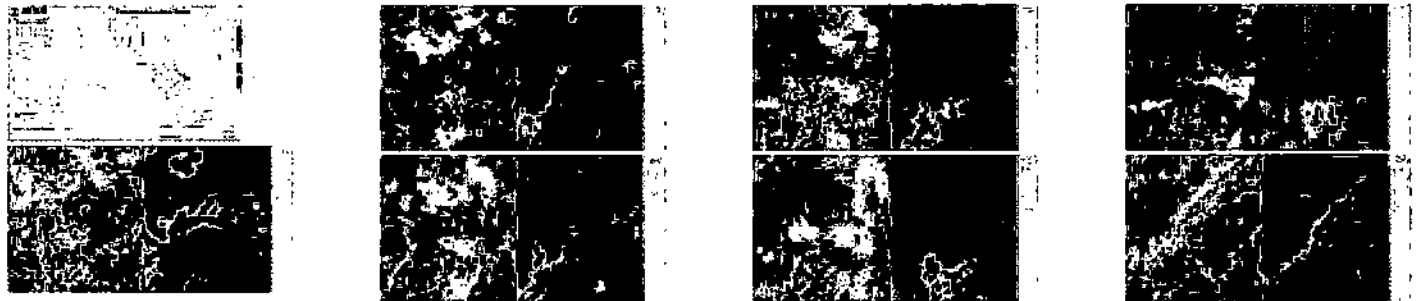
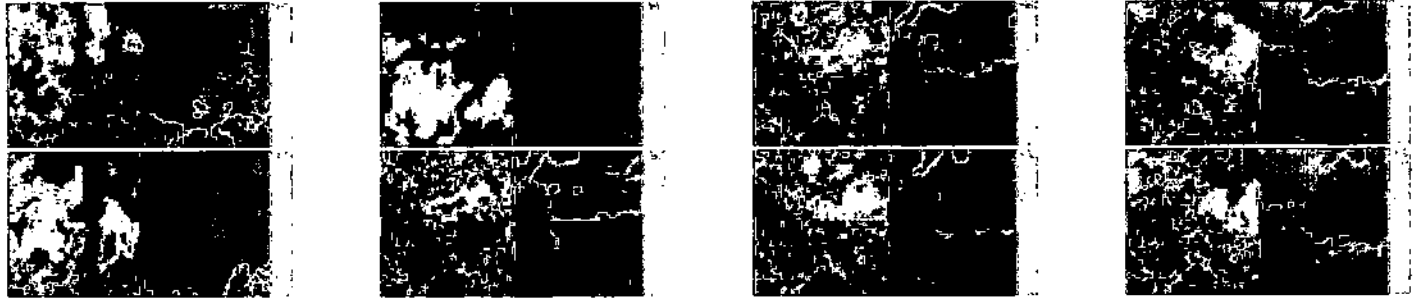


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11380235.1,27-32



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SECTION 4.0: TIME STANDARD CONVERSION TABLE

UTC	CDT	GMT	MDT	PST	PST
0000	0500	0000	0500	0000	0500
0100	0600	0100	0600	0100	0600
0200	0700	0200	0700	0200	0700
0300	0800	0300	0800	0300	0800
0400	0900	0400	0900	0400	0900
0500	1000	0500	1000	0500	1000
0600	1100	0600	1100	0600	1100
0700	1200	0700	1200	0700	1200
0800	1300	0800	1300	0800	1300
0900	1400	0900	1400	0900	1400
1000	1500	1000	1500	1000	1500
1100	1600	1100	1600	1100	1600
1200	1700	1200	1700	1200	1700
1300	1800	1300	1800	1300	1800
1400	1900	1400	1900	1400	1900
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1600	2100	1600	2100	1600	2100
1700	2200	1700	2200	1700	2200
1800	2300	1800	2300	1800	2300
1900	2400	1900	2400	1900	2400
2000	2500	2000	2500	2000	2500
2100	2600	2100	2600	2100	2600
2200	2700	2200	2700	2200	2700
2300	2800	2300	2800	2300	2800
2400	2900	2400	2900	2400	2900
2500	3000	2500	3000	2500	3000

UTC: Universal Coordinated Time  
CDT: Central Daylight Time  
GMT: Greenwich Mean Time  
MDT: Mountain Daylight Time  
PST: Pacific Standard Time

SECTION 4.0: CURRICULA VITAE  
4.0.1: RYAN ALLEN FORD (M.S. GEOLOGY)  
4.0.2: DONALD NEADY, CHM. (M.S. GEOLOGY)

CONFIDENTIAL DOCUMENT | 2025 VALER TECHNICAL CONSULTING, LLC





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(U-SECRET) (U-SECRET) (U-SECRET)  
 075 566-07 62 1035 85  
 REMINGTON-UMC/INTEL ATLANTA INC.  
 MARCH 15, 2005  
 END OF METEOROLOGICAL ANALYSIS: REPORT OF FINDINGS.

[illegible]

**S.D. 8.1.10** - CONSTRUCTION WORK IN PROGRESS ON THE LOW MOISTURE SECTION OF THE LOW MOISTURE SECTION.

This aerial photograph shows a large area of land under construction. A prominent road or railway line runs diagonally across the frame. The terrain appears uneven and disturbed by earthmoving activities. The caption indicates this is a low moisture section.

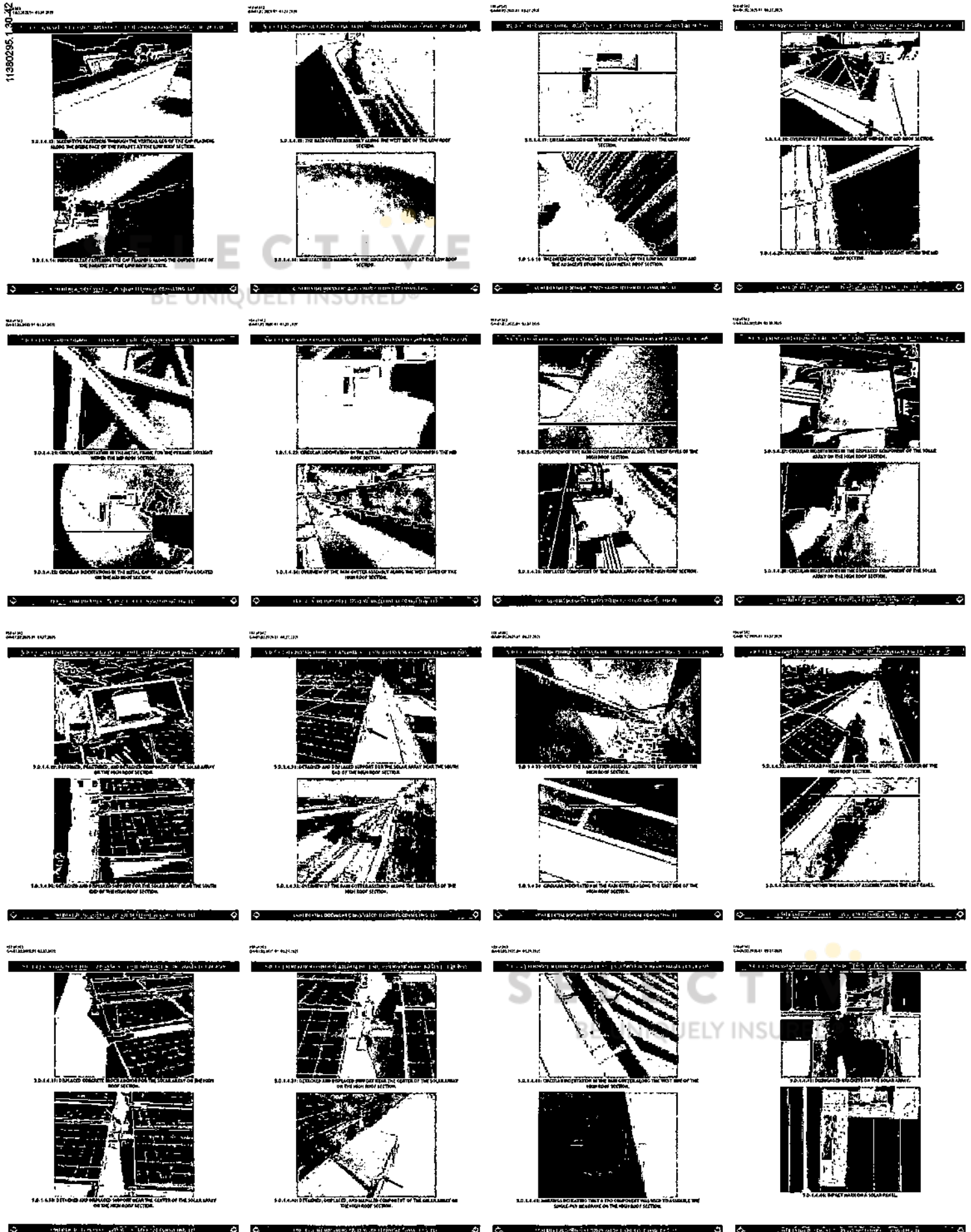
**S.D. 8.1.11** - CONSTRUCTION WORK IN PROGRESS ON THE LOW MOISTURE SECTION OF THE LOW MOISTURE SECTION.

This aerial photograph provides another perspective of the construction site. It shows a different part of the same area, with various structures and cleared zones visible. The overall scene depicts active development in a rural or undeveloped landscape.

**S.D. 8.1.12** - CONSTRUCTION WORK IN PROGRESS ON THE LOW MOISTURE SECTION OF THE LOW MOISTURE SECTION.

This third aerial photograph shows yet another section of the construction project. It highlights the progress made in clearing and building infrastructure. The image captures the scale of the operation and the specific features of this particular low moisture section.

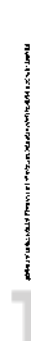
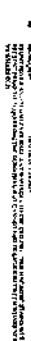
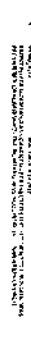
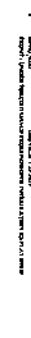
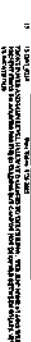
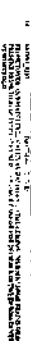
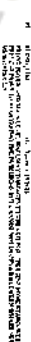
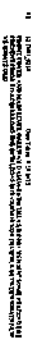
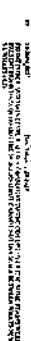
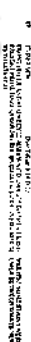
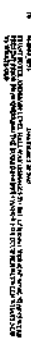




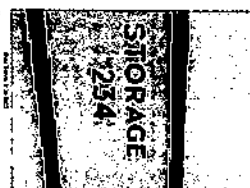








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**Fig. 6.** The effect of the concentration of the monomer on the polymerization rate at different temperatures.

1000



Author	Year	Country	Sample Size (n)	Age Range (years)	Gender	Study Design	Findings
Wang et al.	2007	China	1,000	10-15	Male	Cross-sectional	High prevalence of anxiety disorders in adolescents.
Li et al.	2008	China	2,000	16-18	Female	Longitudinal	Increased risk of depression in late adolescence.
Zhang et al.	2009	China	1,500	12-17	Male	Cross-sectional	High prevalence of conduct disorder in adolescents.
Chen et al.	2010	China	3,000	14-19	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Wu et al.	2011	China	1,200	10-15	Male	Cross-sectional	High prevalence of depression in adolescents.
Yang et al.	2012	China	2,500	16-18	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Xu et al.	2013	China	1,800	12-17	Male	Cross-sectional	High prevalence of conduct disorder in adolescents.
He et al.	2014	China	2,200	14-19	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Li et al.	2015	China	1,600	10-15	Male	Cross-sectional	High prevalence of depression in adolescents.
Wang et al.	2016	China	2,800	16-18	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Zhang et al.	2017	China	1,400	12-17	Male	Cross-sectional	High prevalence of conduct disorder in adolescents.
Chen et al.	2018	China	3,200	14-19	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Wu et al.	2019	China	1,900	10-15	Male	Cross-sectional	High prevalence of depression in adolescents.
Yang et al.	2020	China	2,600	16-18	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Xu et al.	2021	China	1,700	12-17	Male	Cross-sectional	High prevalence of conduct disorder in adolescents.
He et al.	2022	China	2,300	14-19	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Li et al.	2023	China	1,500	10-15	Male	Cross-sectional	High prevalence of depression in adolescents.
Wang et al.	2024	China	2,900	16-18	Female	Longitudinal	Increased risk of anxiety disorders in late adolescence.
Zhang et al.	2025	China	1,300	12-17	Male	Cross-sectional	High prevalence of conduct disorder in adolescents.

**PUBLISHED BY THE NATIONAL ACADEMY PRESS**

Classification	Order	Family	Genus	Species
Chordata	Vertebrata	Actinopterygii	<i>Clupea</i>	<i>Clupea harengus</i>

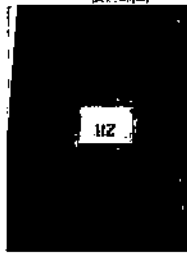
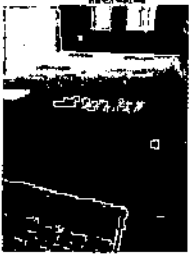
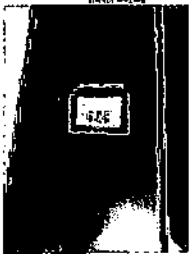


PR	Age Group	Age Group
18-24	25-34	35-44
45-54	55-64	65-74
75-84	85-94	95-104

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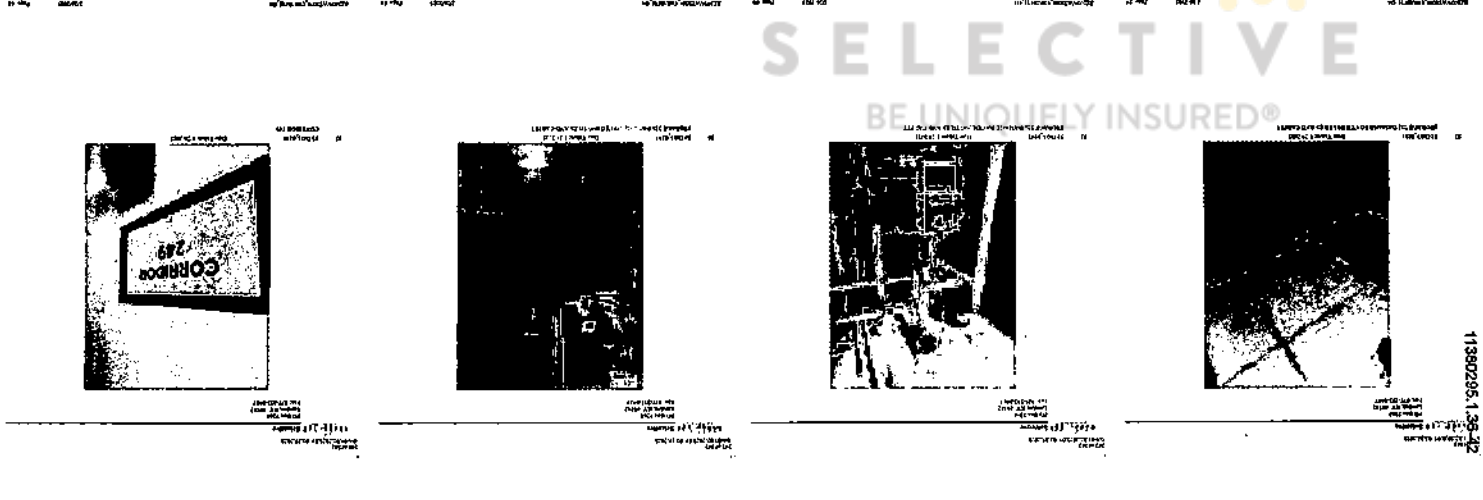
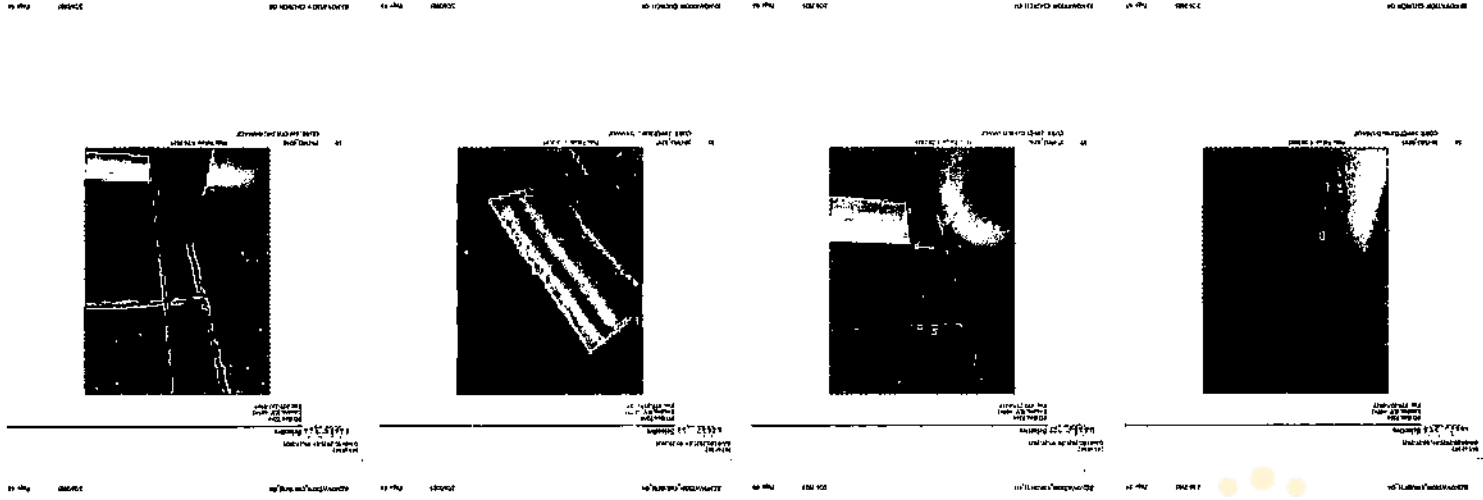
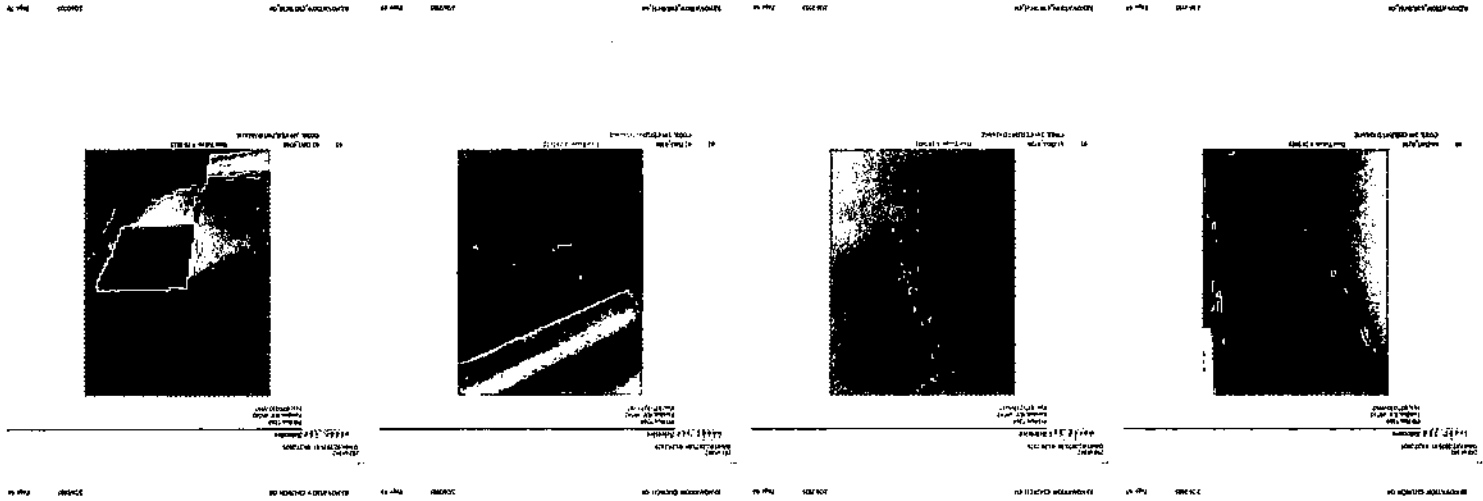
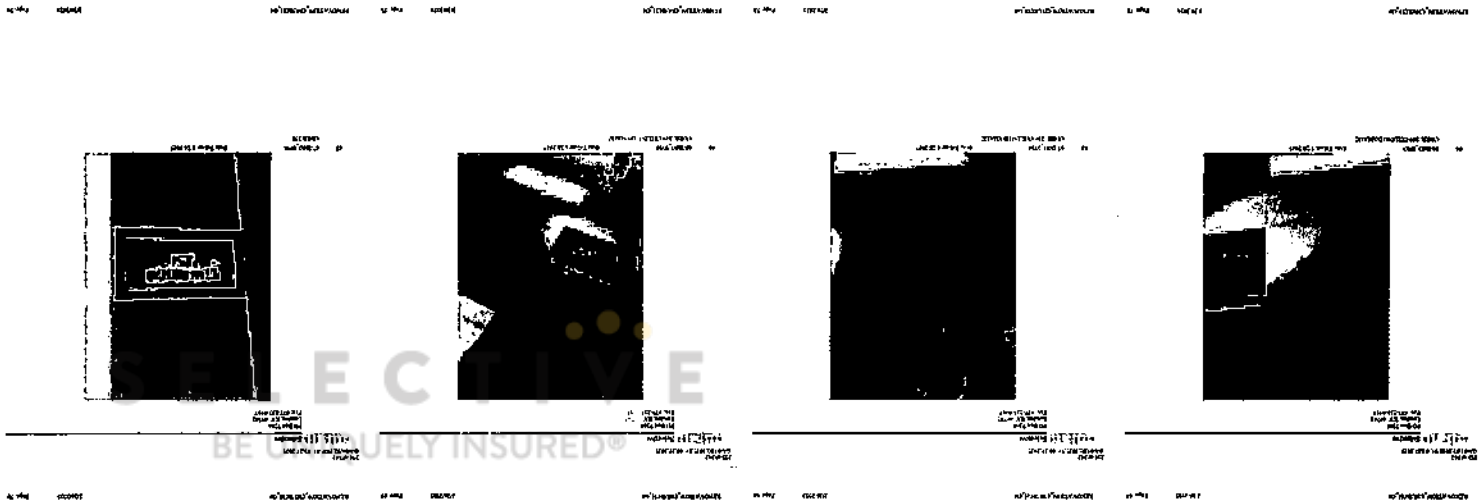
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Page 6



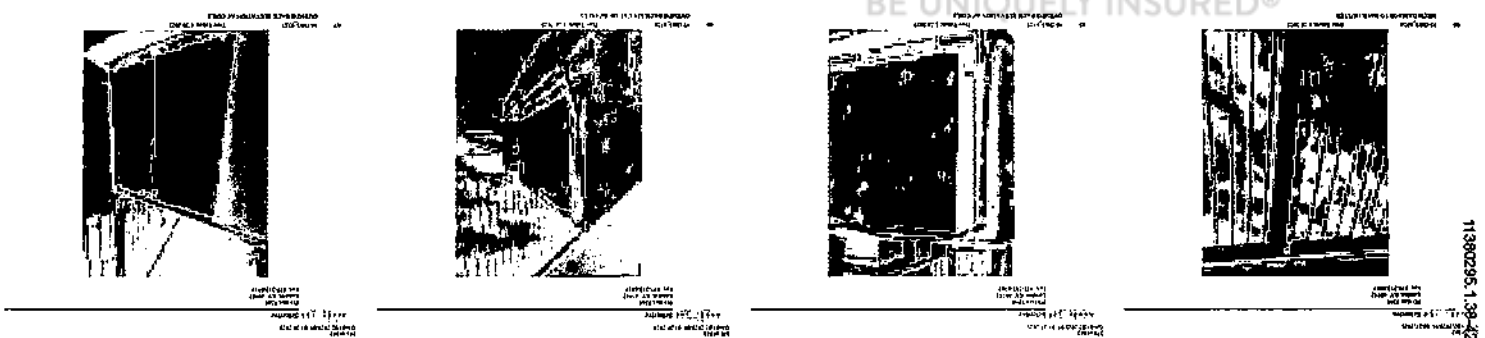
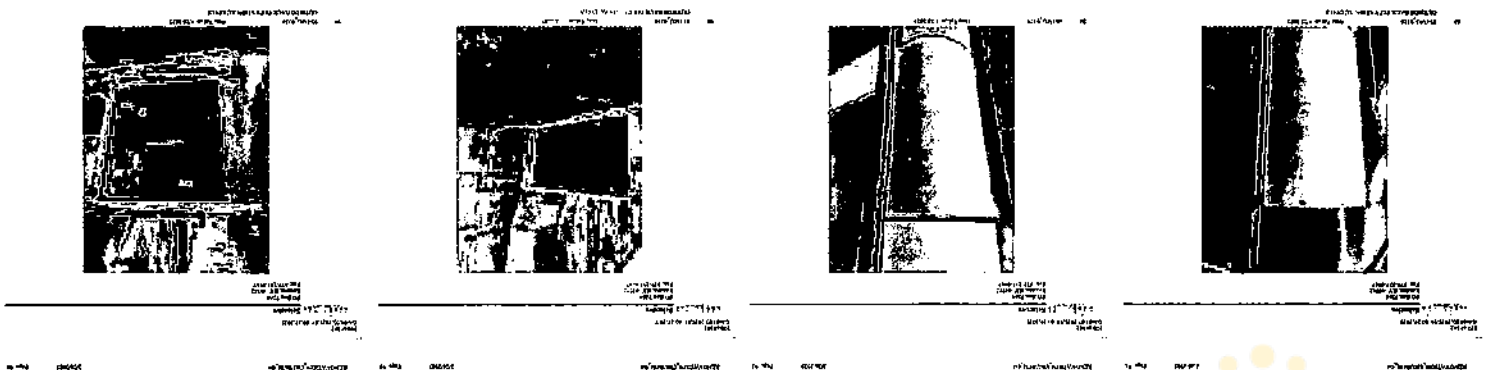
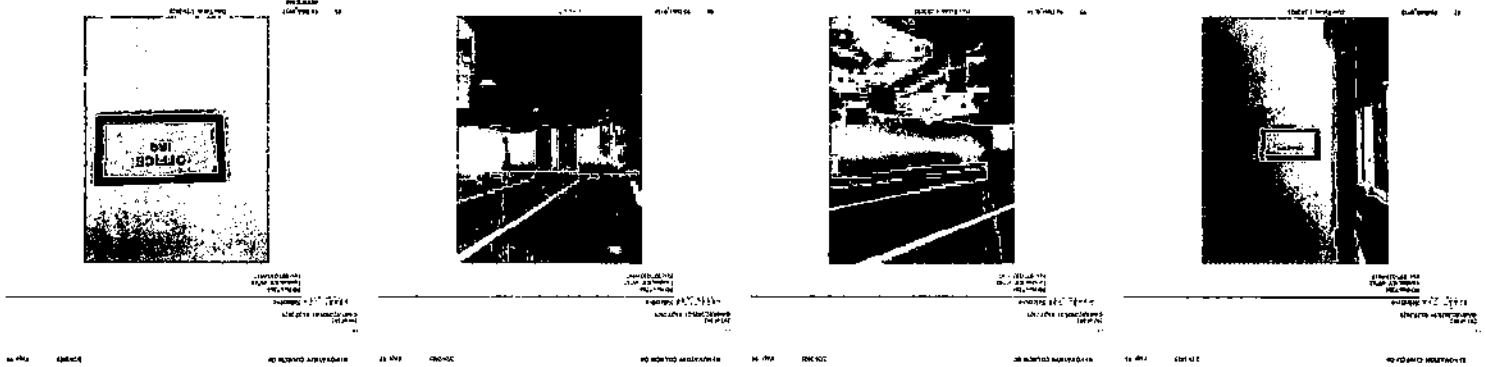
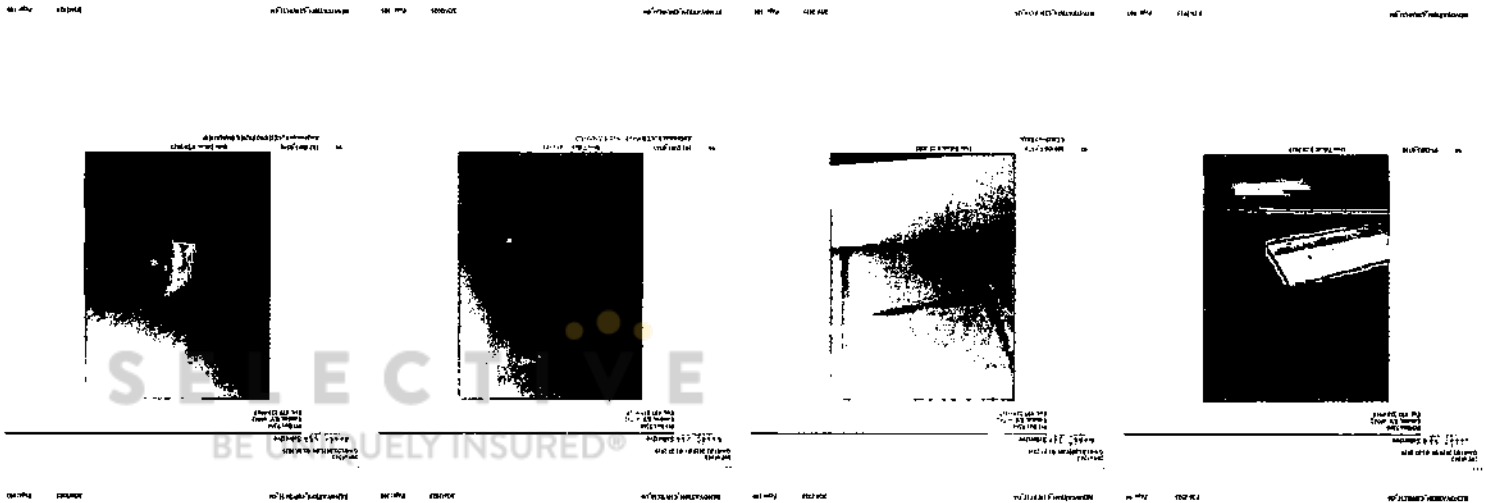
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END OF REPORT OF FINDINGS.

THE COURT REPORTER HAS  
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SELECTIVE WAY INSURANCE  
COMPANY

**Jeff Sparks**  
 PO Box 7264  
 London, KY 40742  
 Phone: 470-990-6612  
 Fax: 877-233-0917  
[jeffsparks@selective.com](mailto:jeffsparks@selective.com)

2/26/2025

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Renovation Church Of Atlanta, Inc. DbA.  
 Renovation Church  
 1775 WATER PL SE  
 ATLANTA, GA 30339

**Insured:** Renovation Church Of Atlanta, Inc. DbA. Renovation Church  
**Policy #:** S 2425406  
**Claim/File#:** 22712083  
**Date of Loss:** 6/6/2023  
**Underwriting Company:** SELECTIVE WAY INSURANCE COMPANY

Dear Renovation Church Of Atlanta, Inc. DbA. Renovation Church,

Our goal is to promptly investigate the facts and circumstances of your property claim and appropriately determine coverage per the terms, conditions, and exclusions of your policy. Our policy requires you to provide us with evidence of the age, condition, and cost of your damaged, lost or stolen property to substantiate your claim.

This letter provides you information about property claim payments and how we will be settling your property claim.

**Replacement Cost and Depreciation**

Your policy provides replacement cost coverage for some or all of your damages. However, our initial payment(s) to you will not equal the full replacement cost. It only will be for the depreciated value of the damaged, lost or stolen real or personal property, also known as the actual cash value ("ACV").

Depreciation is an accounting method of allocating the cost of a tangible or physical asset over its useful life or life expectancy. Depreciation represents how much an asset's value has decreased over time. Useful life is an accounting estimate of the number of years an asset likely is to be in service. The Internal Revenue Service employs useful life estimates to determine the amount of time an asset can be depreciated. Various factors affect useful life estimates, including use patterns, the asset's age when purchased, and technological advances.

Full Cost of Repair or Replacement:	\$181,211.40
Minus Recoverable Depreciation:	- \$84,482.44
Actual Cash Value:	\$96,728.96
Minus Deductible:	-\$1,000.00
<b>Payment:</b>	<b>\$95,728.96</b>

Our policy requires you to notify us of your intent to request the Recoverable Depreciation within 180 days from January 13, 2025.

Your estimate includes depreciation. Depreciation is the loss of value that occurs over time due to factors such as age, wear and tear, and obsolescence. Under most insurance policies, claim settlement begins with an up-front payment for the actual cash value of your damage, or the value of the damaged or destroyed item(s) at the time of the loss.

Your initial payment is based on the actual cash value of your items. You may receive additional payment(s) once you repair and/or replace the damaged items and provide us with documentation (i.e., invoices or cancelled checks). Please mail, email or fax those documents to me when they are available. Also, it may be necessary for us to review your completed repairs prior to releasing the additional payment for recoverable depreciation.

If you receive repair or replacement estimates that exceed our estimates or projections, please notify us promptly before you repair or replace the items. We must review the estimates to make sure we agree with them. If we disagree with the repair or replacement estimates, they may not be covered.

Under your policy's terms, conditions, and exclusions, if we disagree and you pay more than the Replacement Cost of Damaged or Stolen Property amount above, you will be responsible for the difference.

**Lower than Estimated Repair Costs.** If the actual or incurred repair or replacement costs are less than our estimates, you will receive only the amount it cost to repair or replace the property, and we will reduce the Supplemental Claim Amount by the difference. If the actual or incurred cost is less than the ACV, you will not receive any Supplemental Claim Amount.

**Evidence of Repair or Replacement.** Our policy requires you to provide us with photos and documentation evidencing the completed repairs and property replacement, including without limitation, receipts, invoices, credit card receipts, and canceled checks. After we review this evidence, we will advise you of any Recoverable Depreciation Amount.

Your mortgage company has been included on the payment because of its legal rights and financial interest in the property. You will need to contact your mortgage company for instructions on how to process the check.

If you have any questions, please contact me at (470) 990-6612 or [jeffrey.sparks@selective.com](mailto:jeffrey.sparks@selective.com).

Sincerely,

Jeff Sparks  
Property Claims Specialist

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PO Box 7264  
 London, KY 40742  
 Fax: 877-233-0917

Insured: Renovation Church Of Atlanta, Inc. Db. Renovation Church

E-mail: FINANCE@RENOVATIONCHURCH.COM

Property: 1775 WATER PL SE  
 ATLANTA, GA 30339

Business: 1775 Water Pl Se  
 Atlanta, GA 30339-2031

Home: 1775 WATER PL SE  
 ATLANTA, GA 30339

Claim Rep.: Jeff Sparks

Business: (470) 990-6612

E-mail: jeffrey.sparks@selective.com

Estimator: Jeff Sparks

Business: (470) 990-6612

E-mail: jeffrey.sparks@selective.com

Reference:

Company: SELECTIVE WAY INSURANCE COMPANY

**Claim Number:** 22712083

**Policy Number:** S 2425406

**Type of Loss:** HAIL

Date Contacted: 1/14/2025 10:32 AM

Date of Loss: 6/6/2023 12:00 AM

Date Received: 1/13/2025 12:00 AM

Date Inspected: 1/28/2025 10:00 AM

Date Entered: 1/14/2025 10:08 AM

Date Est. Completed: 2/13/2025 10:13 AM

Price List: GAAT8X\_JAN25

Restoration/Service/Remodel

Estimate: RENOVATION\_CHURCH\_  
 04

**Important! Please Read First:**

This estimate is prepared using prevailing prices of building materials and labor in your area. The decision to use and the choice of any particular contractor is entirely insured's privilege and ultimate responsibility. If the contractor you choose thinks he or she is unable to complete the specified repairs for the amount allowed in our estimate, please have your contractor contact your adjuster immediately. Any request for supplemental funds must be made prior to the supplemental work being performed, or such requests cannot be honored.

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**CONTINUED - Debris Removal**

QUANTITY	UNIT	TAX	O&P	RCV	AGE/LIFE	COND.	DEP %	DEPREC.	ACV
9. Dumpster load - Approx. 40 yards, 7-8 tons of debris									
1.00 EA	950.00	0.00	190.00	1,140.00	0/NA	Avg.	NA	(0.00)	1,140.00
<b>Totals: Debris Removal</b>		<b>0.00</b>	<b>190.00</b>	<b>1,140.00</b>				<b>0.00</b>	<b>1,140.00</b>
<b>Line Item Totals:</b>		<b>3,358.85</b>	<b>18,098.54</b>	<b>181,211.40</b>				<b>84,482.44</b>	<b>96,728.96</b>
<b>RENOVATION_CHURCH_O4</b>									

[%] - Indicates that depreciate by percent was used for this item

[M] - Indicates that the depreciation percentage was limited by the maximum allowable depreciation for this item

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**Summary for Building**

Line Item Total	159,754.01
Material Sales Tax	3,358.85
Subtotal	163,112.86
Overhead	9,049.27
Profit	9,049.27
<b>Replacement Cost Value</b>	<b>\$181,211.40</b>
Less Depreciation	(84,482.44)
<b>Actual Cash Value</b>	<b>\$96,728.96</b>
Less Deductible	(1,000.00)
<b>Net Claim</b>	<b>\$95,728.96</b>
Total Recoverable Depreciation	84,482.44
<b>Net Claim if Depreciation is Recovered</b>	<b>\$180,211.40</b>

\_\_\_\_\_  
 Jeff Sparks

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**Recap of Taxes, Overhead and Profit**

	<b>Overhead (10%)</b>	<b>Profit (10%)</b>	<b>Material Sales Tax (6%)</b>	<b>Storage Rental Tax (6%)</b>	<b>Local Food Tax (2%)</b>
<b>Line Items</b>	9,049.27	9,049.27	3,358.85	0.00	0.00
<b>Total</b>	<b>9,049.27</b>	<b>9,049.27</b>	<b>3,358.85</b>	<b>0.00</b>	<b>0.00</b>

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**Recap by Room****Estimate: RENOVATION\_CHURCH\_O4**

HVAC	72,620.16	45.46%
Roof	47,208.40	29.55%
Gutter	38,975.45	24.40%
Debris Removal	950.00	0.59%

**Subtotal of Areas**

159,754.01	100.00%
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**Total**

159,754.01	100.00%
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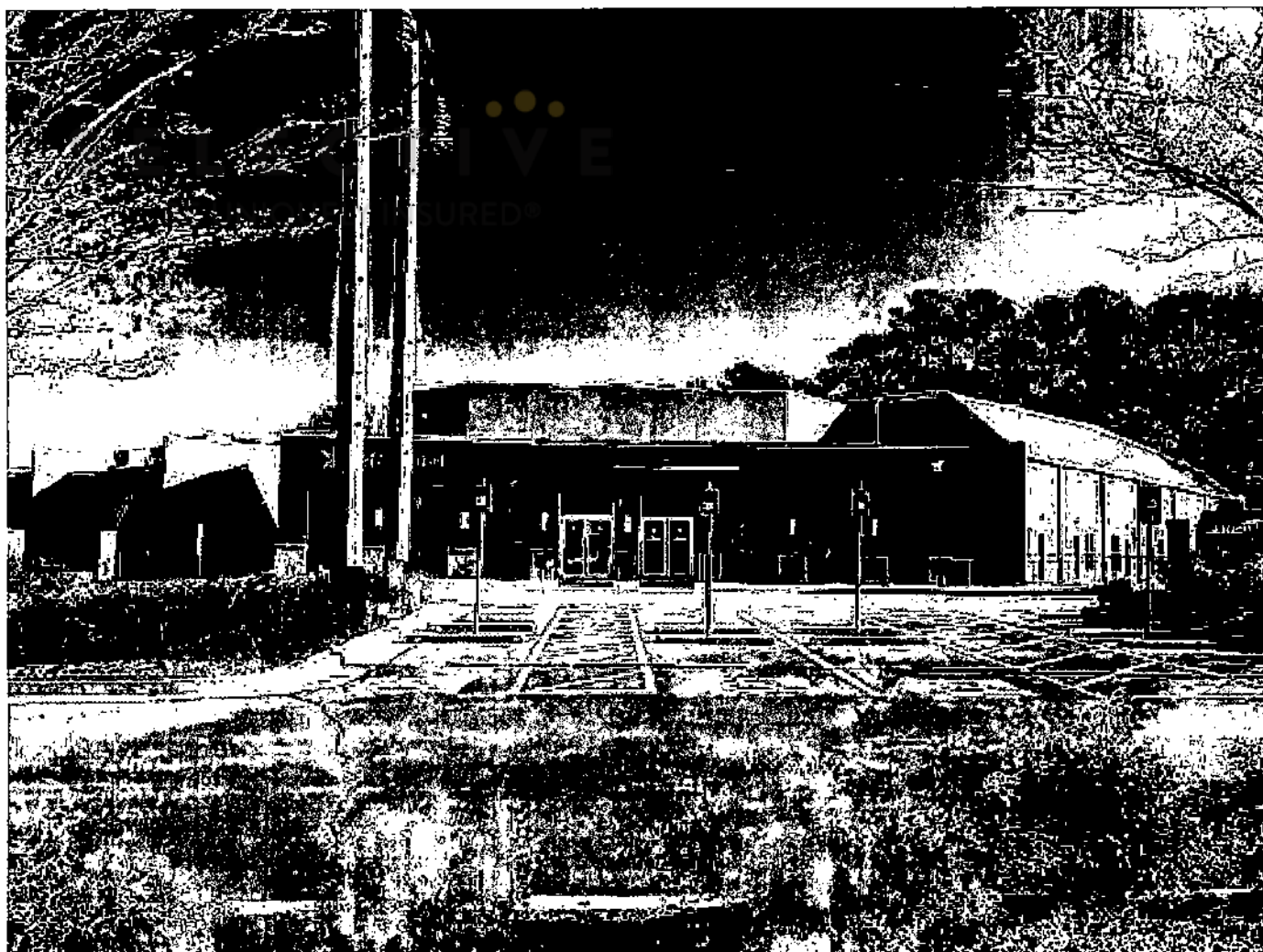
**Recap by Category with Depreciation**

<b>O&amp;P Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
<b>GENERAL DEMOLITION</b>	4,211.94		4,211.94
<b>ROOFING</b>	45,000.28	18,249.22	26,751.06
<b>SOFFIT, FASCIA, &amp; GUTTER</b>	37,921.63	21,339.90	16,581.73
<b>O&amp;P Items Subtotal</b>	87,133.85	39,589.12	47,544.73
<b>Non-O&amp;P Items</b>	<b>RCV</b>	<b>Deprec.</b>	<b>ACV</b>
<b>HEAT, VENT &amp; AIR CONDITIONING</b>	72,620.16	42,517.98	30,102.18
<b>Non-O&amp;P Items Subtotal</b>	72,620.16	42,517.98	30,102.18
<b>O&amp;P Items Subtotal</b>	87,133.85	39,589.12	47,544.73
<b>Material Sales Tax</b>	3,358.85	2,375.34	983.51
<b>Overhead</b>	9,049.27		9,049.27
<b>Profit</b>	9,049.27		9,049.27
<b>Total</b>	181,211.40	84,482.44	96,728.96

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1

1-IMG\_0240

Date Taken: 1/28/2025

RISK OVERVIEW

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2

2-IMG\_0241

Date Taken: 1/28/2025

RISK OVERVIEW

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3

3-IMG\_0241

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RISK OVERVIEW

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4

4-IMG\_02  
ELEVATION PHOTOS

Date Taken: 1/28/2025

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5

5-IMG\_0244

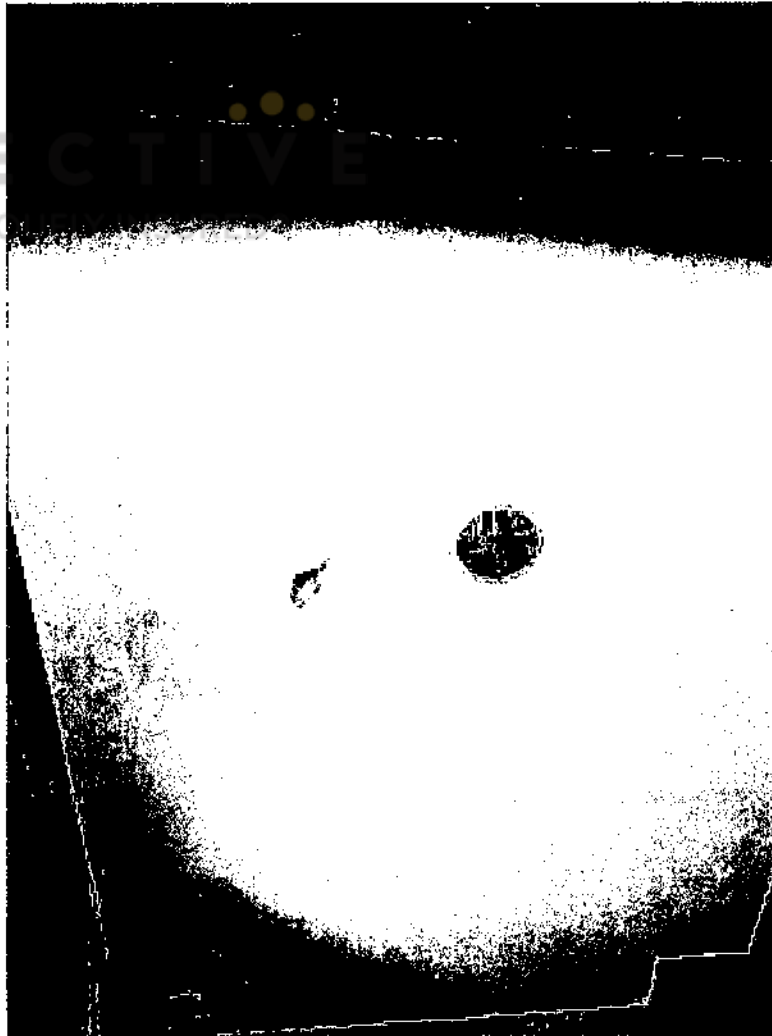
Date Taken: 1/28/2025

ELEVATION PHOTOS

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6

6-IMG\_0245

Date Taken: 1/28/2025

FRONT - UNDER LIE DAMAGE FROM IMPROPER INSTALLATION TO FLAT ROOF

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7

7-IMG\_0246

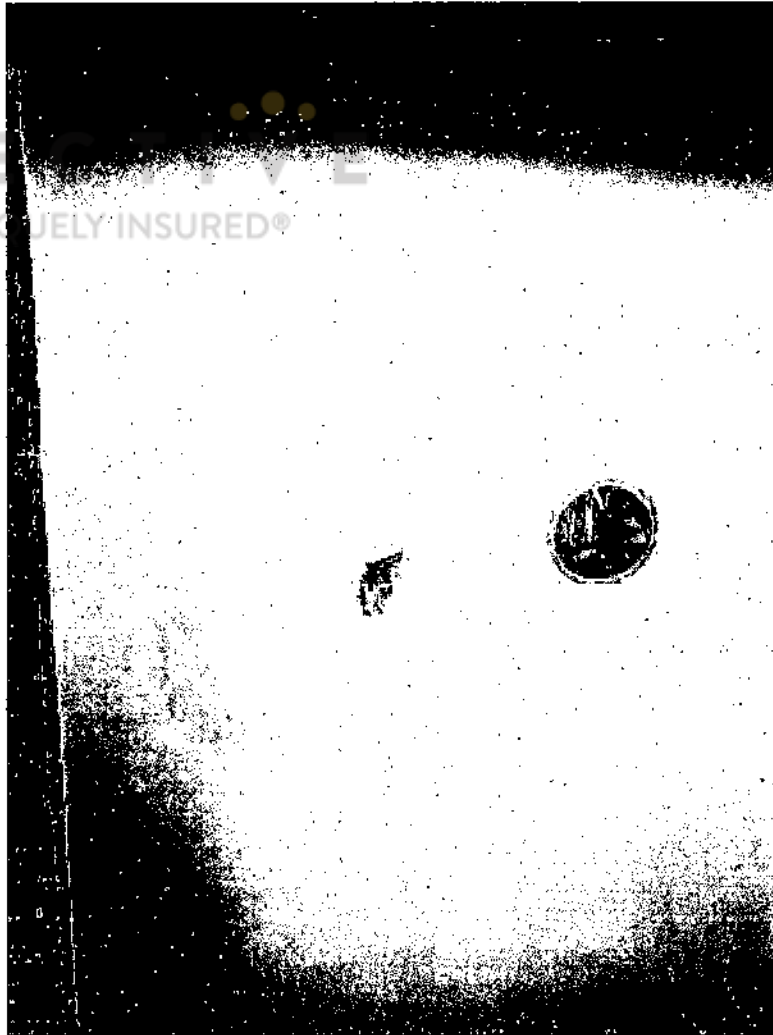
Date Taken: 1/28/2025

FRONT - UNDER PAVEMENT DAMAGE FROM IMPROPER INSTALLATION TO FLAT ROOF

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8

8-IMG\_0247

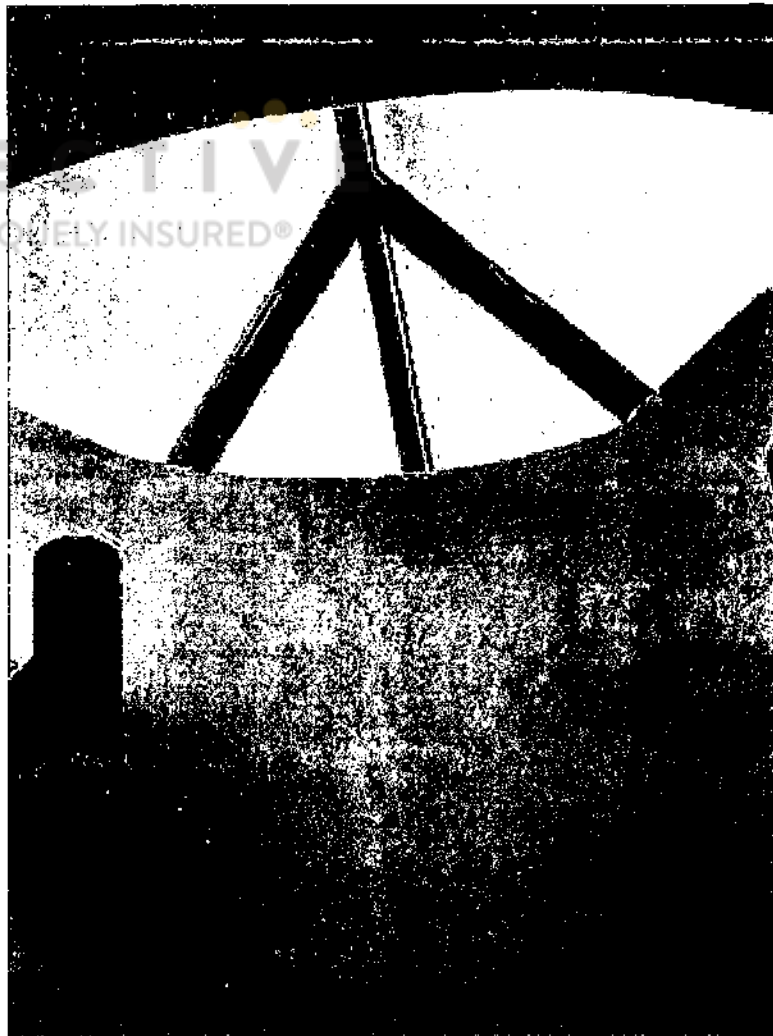
Date Taken: 1/28/2025

FRONT - UNDER JAMB WITH DAMAGE FROM IMPROPER INSTALLATION TO FLAT ROOF

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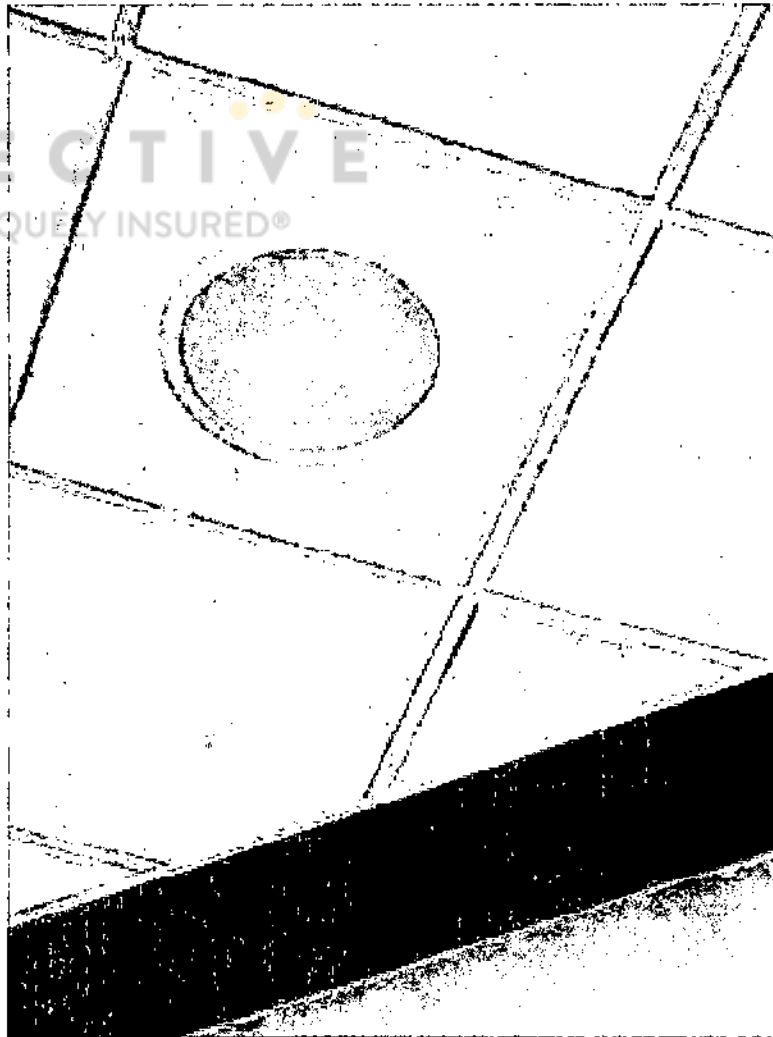
9 9-IMG\_0248 Date Taken: 1/28/2025  
FRONT FOYER WINDOW GLASS CRACKED - PER INSURED CONTACT "JEN " THE WINDOW WAS  
PREVIOUSLY CRACKED WHEN THE BUILDING WAS ACQUIRED BY RENOVATION CHURCH

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- 10 10-IMG\_0249 Date Taken: 2/28/2025  
FRONT FOYER AND MAIN CORRIDOR HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO RENOVATION OF THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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11 11-IMG\_0250

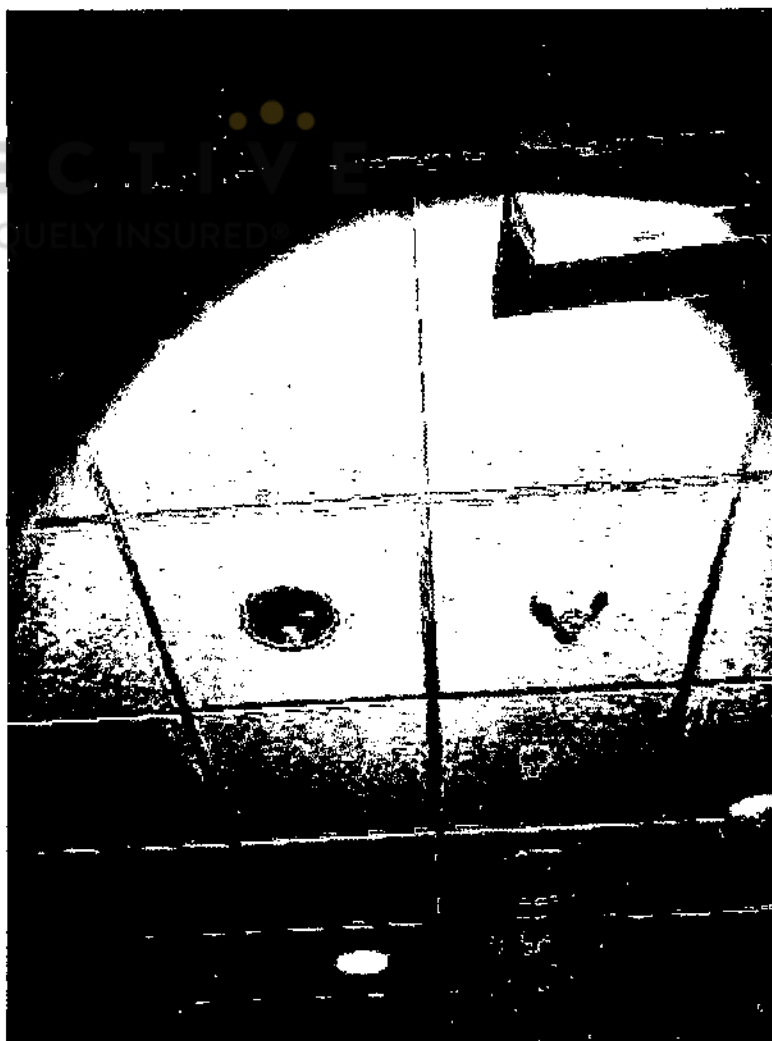
File: 11-IMG\_0250 1/28/2025

FRONT FOYER AND STAIN LEVEL HALLWAY DAMAGES TO THE CEILING: "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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- 12 12-IMG\_0251 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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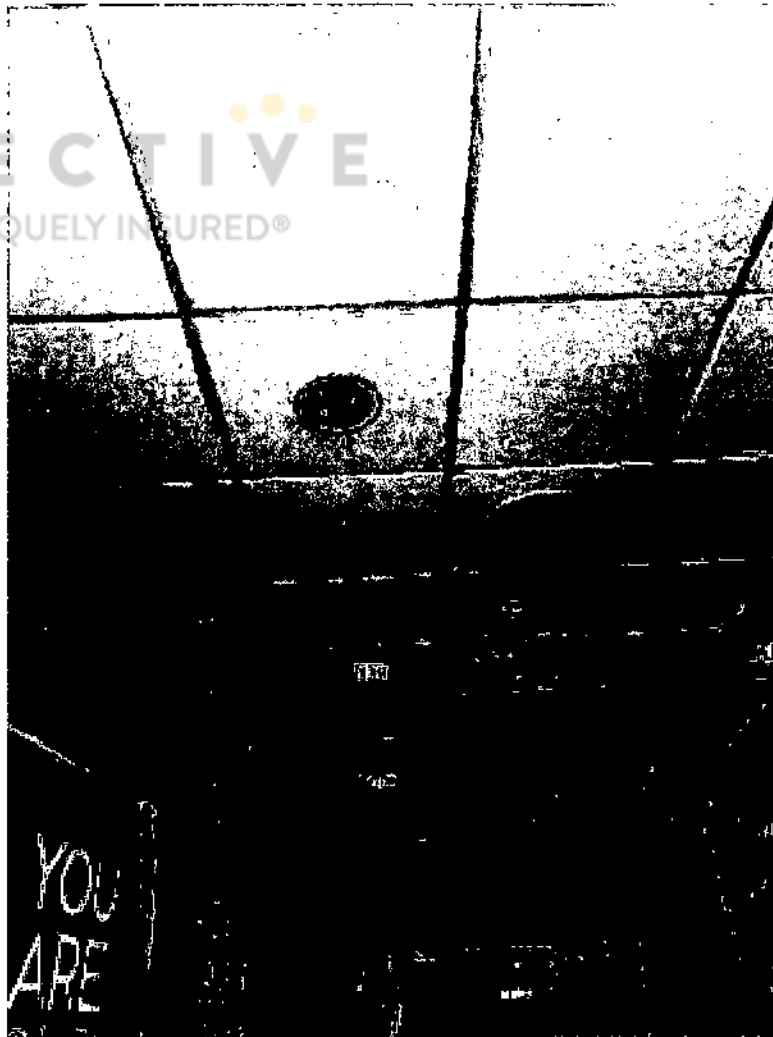


- 13 13-IMG\_0252 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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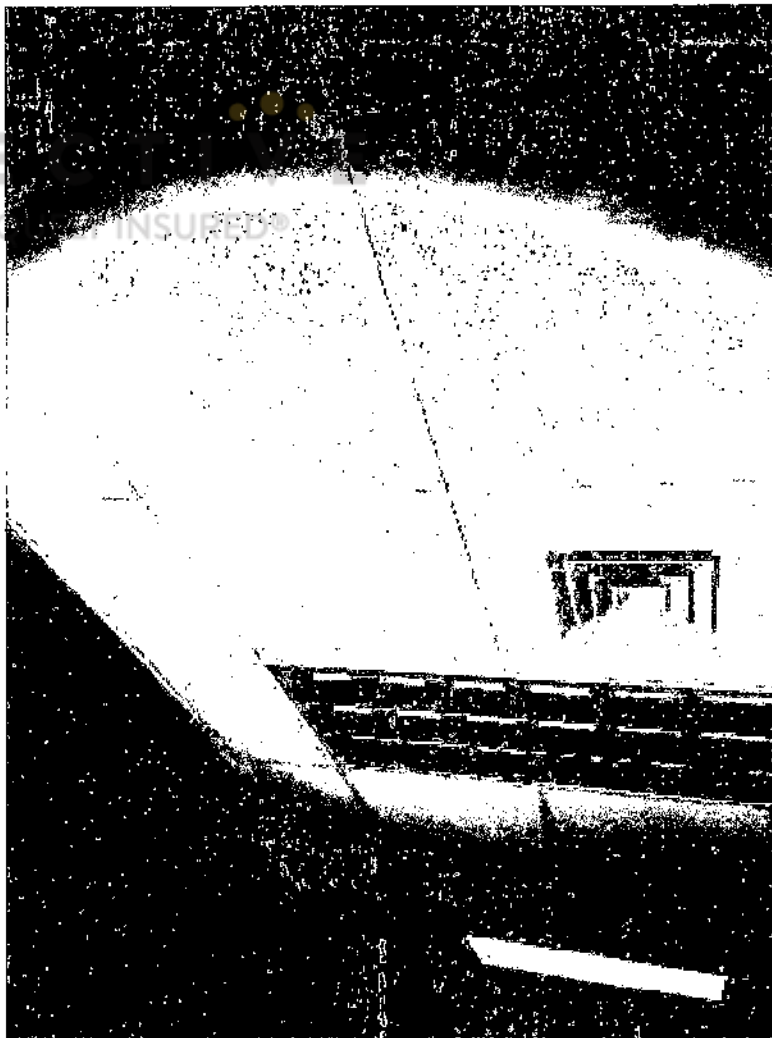


- 14 14-IMG\_0253 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PERFECT" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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- 15 15-IMG\_0254 Date Taken: 1/28/2025  
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING: "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

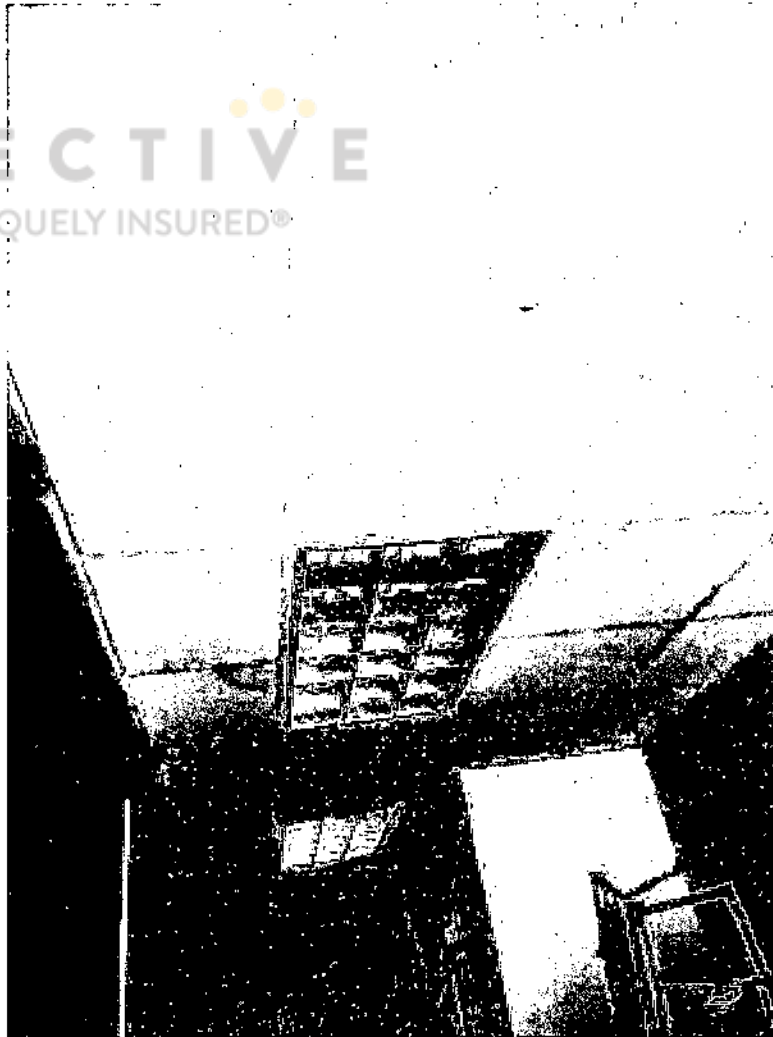
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16 16-IMG\_0255 Date Taken: 1/28/2025  
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PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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17

17-IMG\_0256

Date Taken: 1/28/2025

FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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- 18 18-IMG\_0257 Date Taken: 1/28/2025  
FRONT FOYER AREA - SEE PHOTO FOR WAY DAMAGES TO THE CEILING: "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO REMODELING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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19 19-IMG\_0258

Date Taken: 1/28/2025

FRONT FOYER AND 1ST FLOOR HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO RENOVATION. THE BUILDING PUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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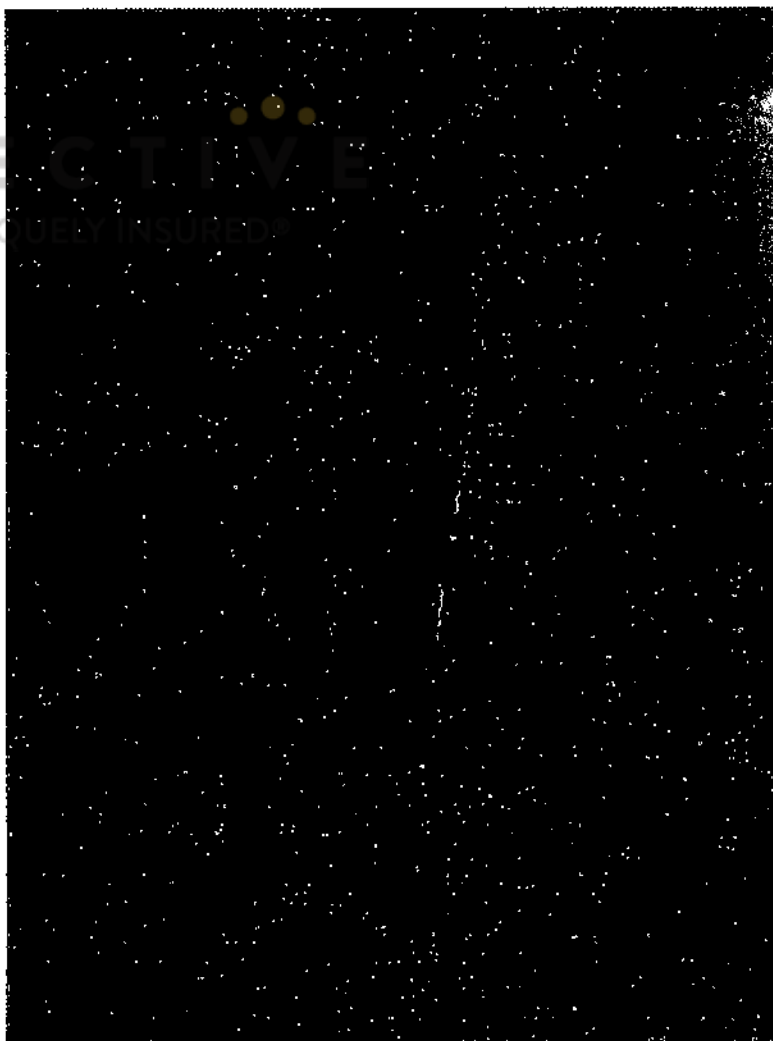


20 20-IMG\_0259 Date Taken: 1/28/2025  
FRONT FOYER AND SECOND LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE  
PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW  
VS WHATS OLD

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21 21-IMG\_0260

Date Taken: 1/28/2025

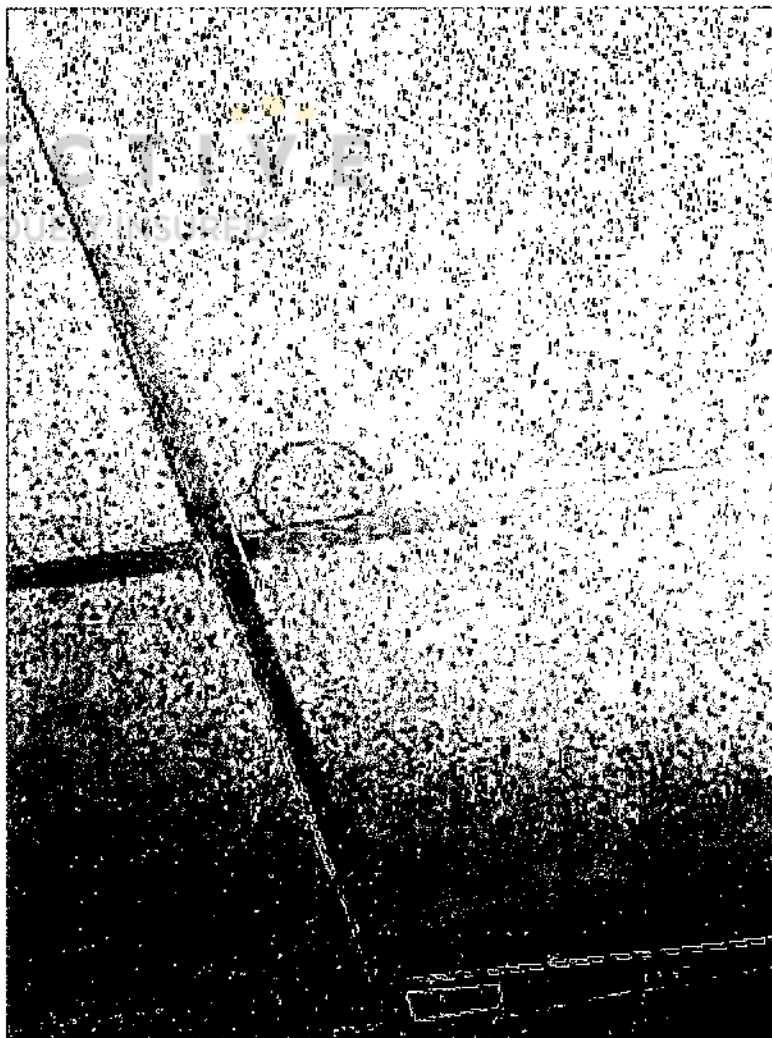
FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRING THE BUILDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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22 22-IMG\_0261

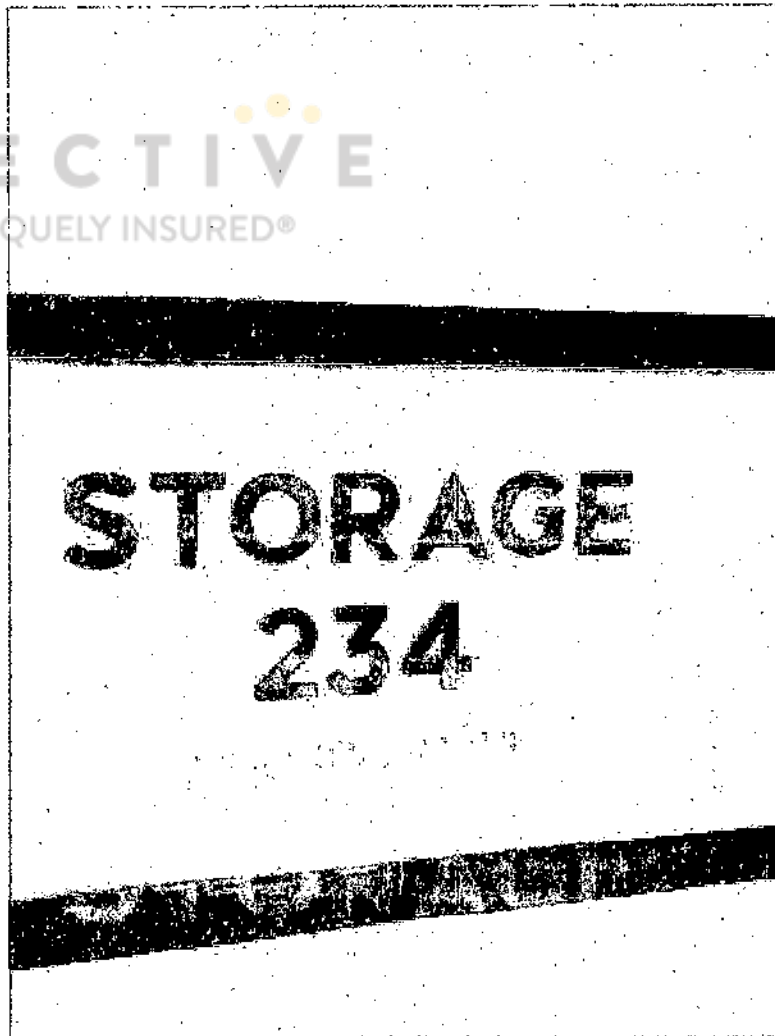
Date Taken: 1/28/2025

FRONT FOYER AND MAIN LEVEL HALLWAY DAMAGES TO THE CEILING : "PER JEN" SOME STAINS WERE PRESENT PRIOR TO ACQUIRRING THE BUIKLDING BUT CANNOT NOT DECIPHER BETWEEN WHATS NEW VS WHATS OLD

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23 23-IMG\_0262  
STORAGE ROOM 234

Date Taken: 2/26/2025

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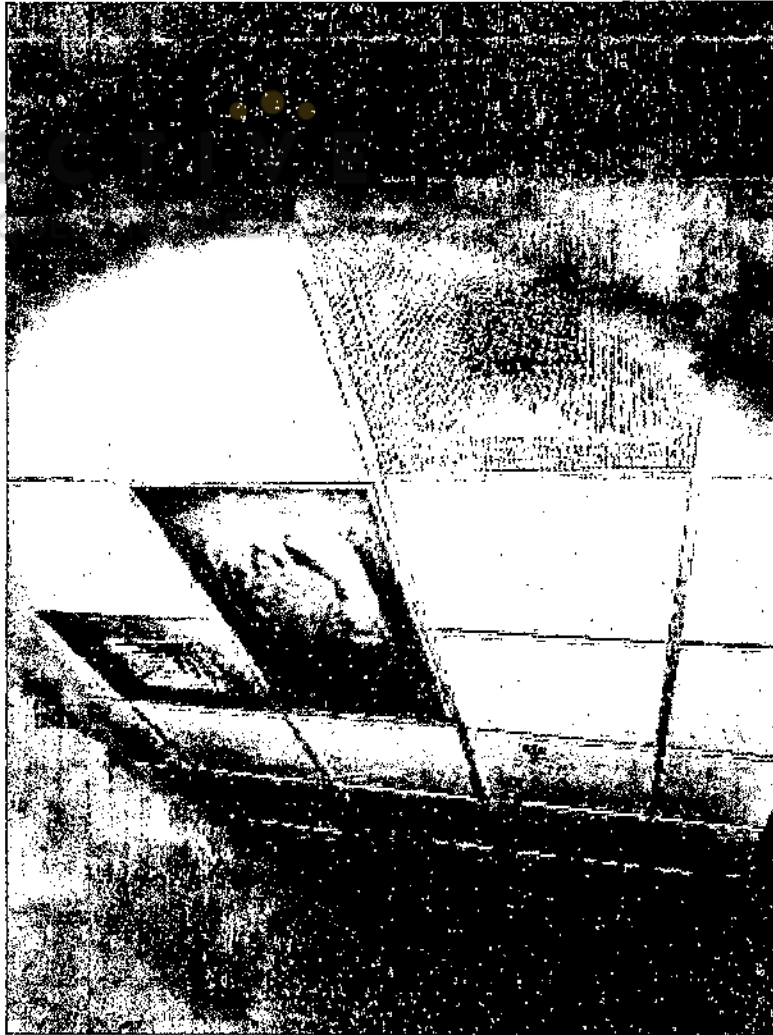
24 24-IMG\_0263  
ROOM 234 CEILING

2/26/2025  
DAMAGE

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**SELECTIVE** Selective

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25 25-IMG\_0264 Taken: 1/28/2025  
ROOM 234 CEILING CARPET DAMAGE

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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Fax: 877-233-0917

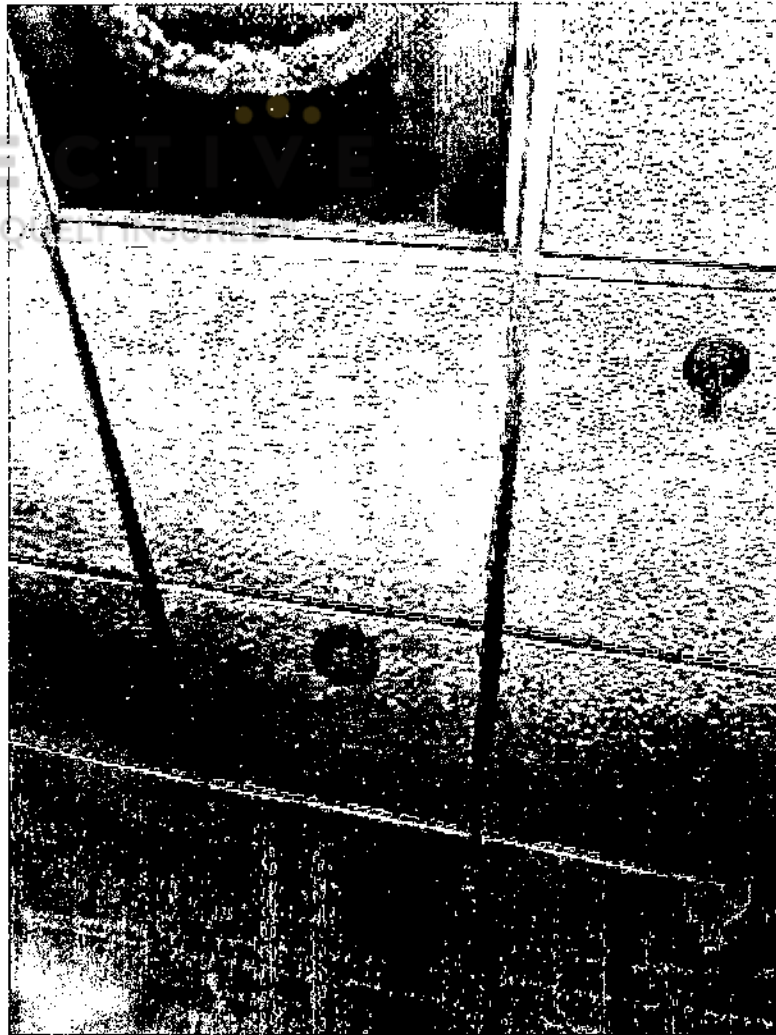


26 26-IMG\_0265 Date Taken: 1/28/2025  
ROOM 234 CEILING DAMAGE AND CARPET DAMAGE

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE Selective**

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Fax: 877-233-0917



27 27-IMG\_0266 Date Taken: 1/28/2025  
ROOM 234 CEILING CARPET DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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28 28-IMG\_0267  
ROOM 234 CEILING

2/28/2025  
WATER DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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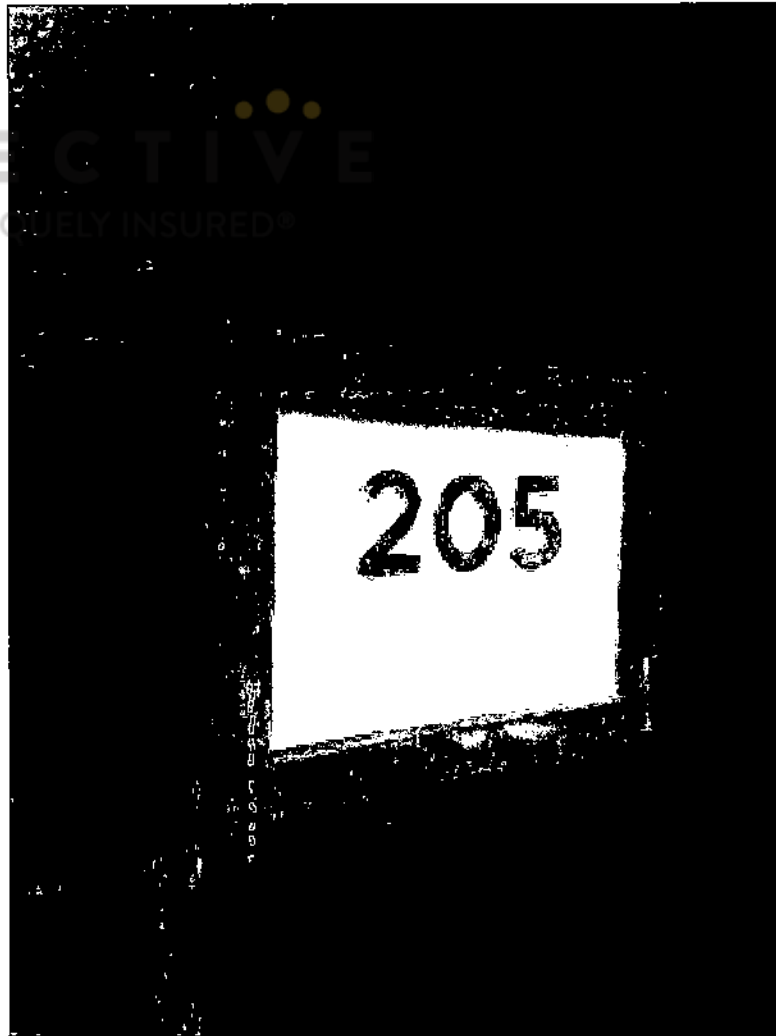
29 29-IMG\_0268 Date Taken: 1/28/2025  
ROOM 234 CEILING AND CARPET DAMAGE

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BE UNIQUELY INSURED®

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30 30-IMG\_0269  
ROOM 205

Date Taken: 1/28/2025

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31 31-IMG\_0270  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

**SELECTIVE**  
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**SELECTIVE** Selective

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Fax: 877-233-0917



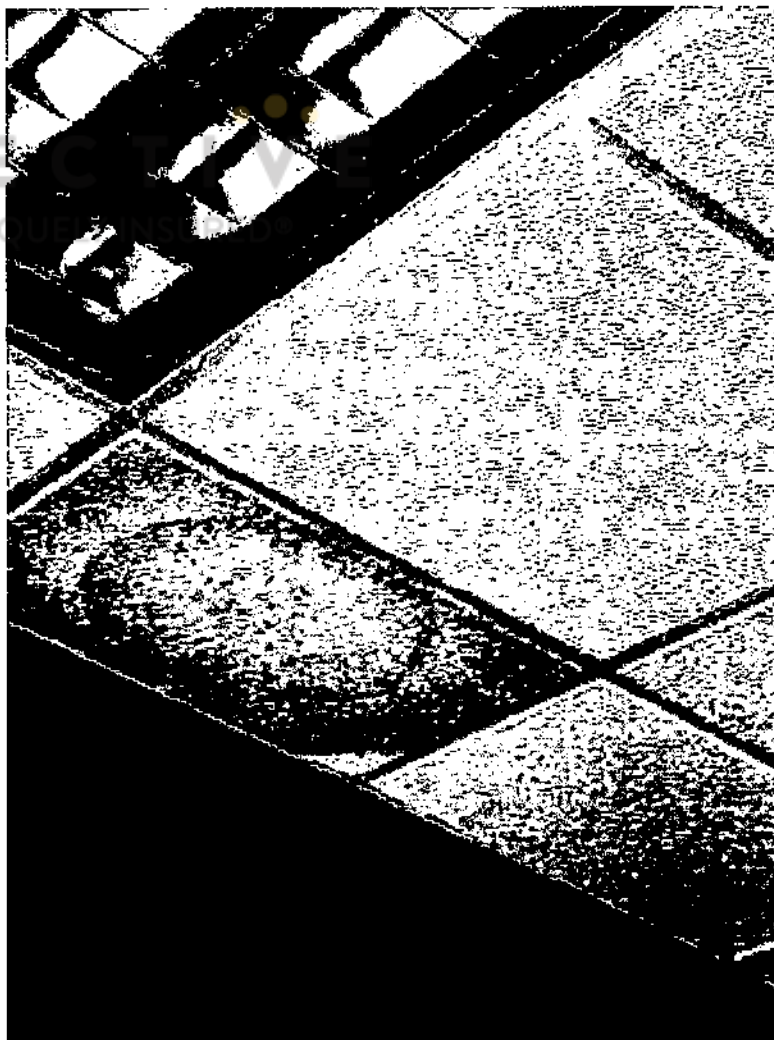
32 32-IMG\_0271  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

**SELECTIVE**  
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**SELECTIVE Selective**

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33 33-IMG\_0272  
CEILING DAMAGE ONLY

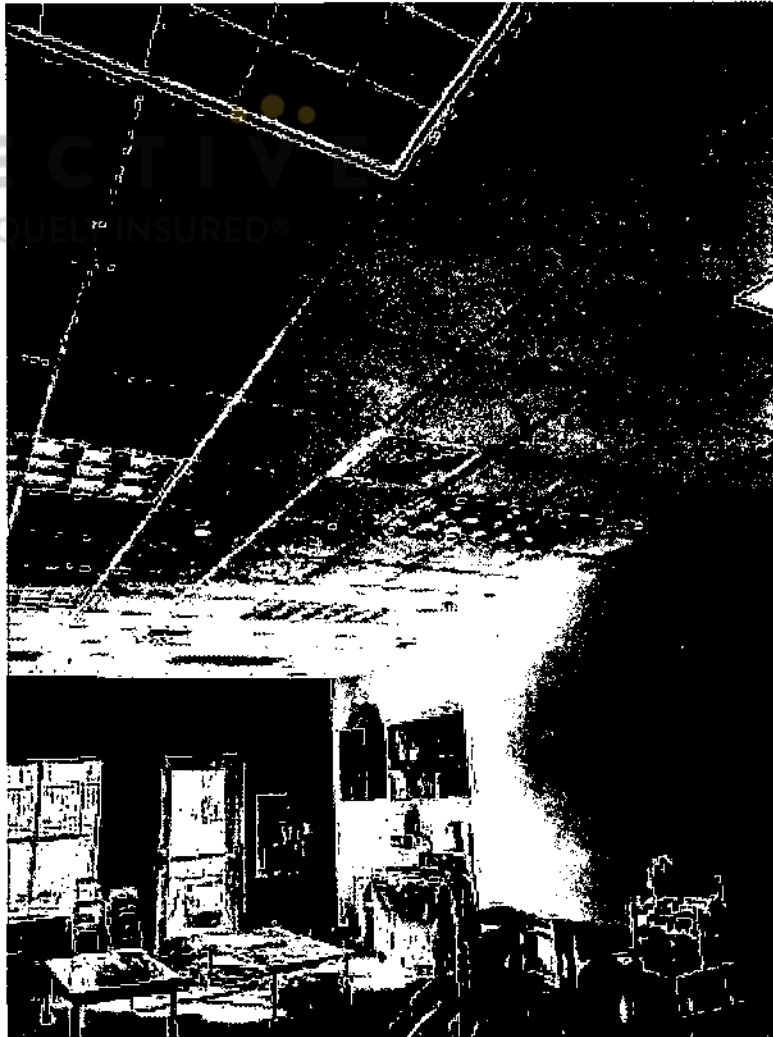
Date Taken: 1/28/2025

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34 34-IMG\_0273  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

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35 35-IMG\_0274  
CEILING DAMAGE ONLY

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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36 36-IMG\_0275  
ROOM 209

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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37 37-IMG\_0276  
ROOM 209 NO DAMAGE

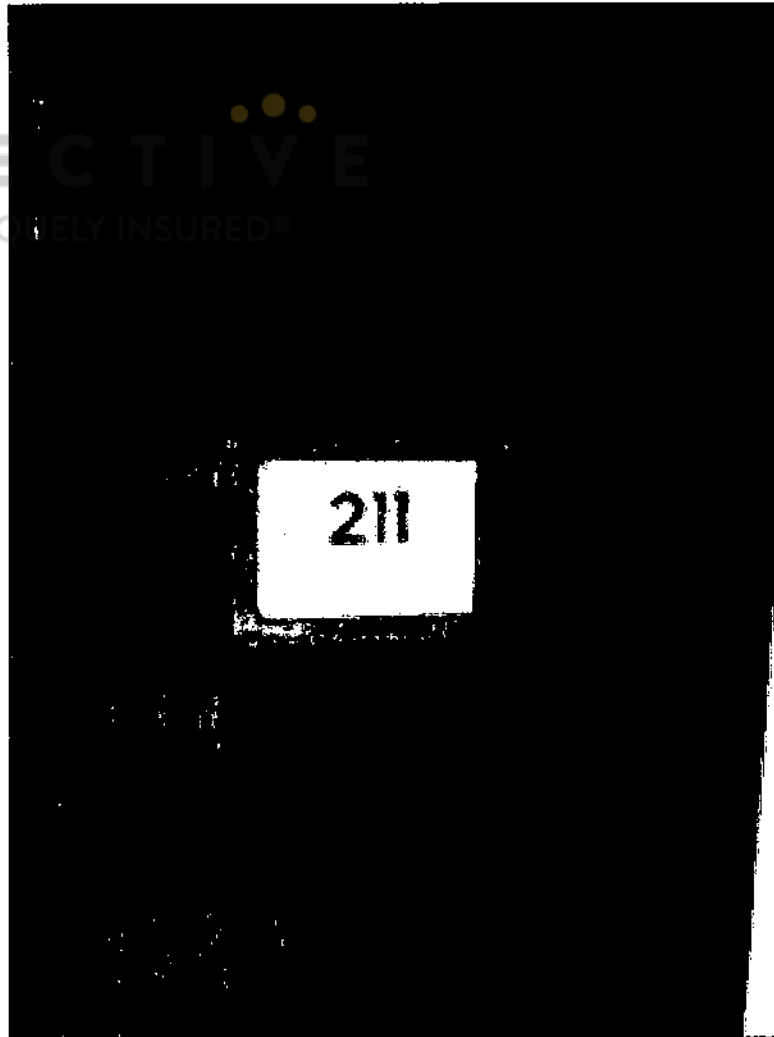
Date Taken: 1/28/2025

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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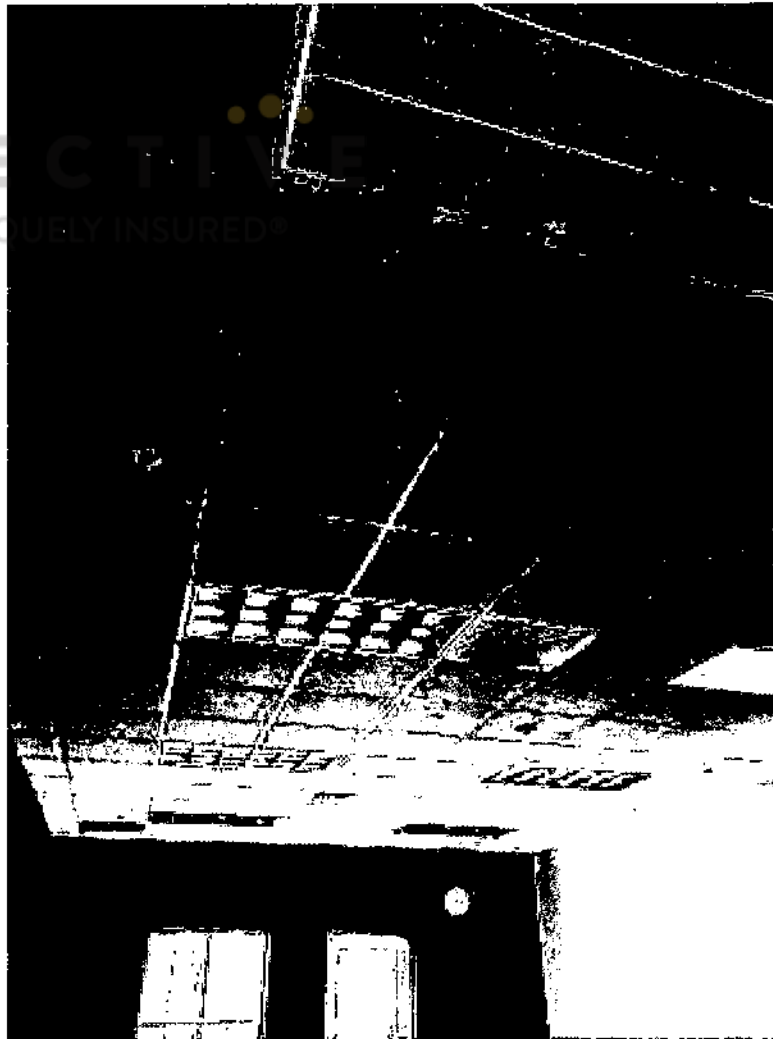
38 38-IMG\_0277  
ROOM 211

Date Taken: 1/28/2025

**SELECTIVE**  
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**SELECTIVE** Selective

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39 39-IMG\_0278  
ROOM 211 NO DAMAGE

Date Taken: 1/28/2025

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40 40-IMG\_0279  
ROOM 211 NO DAMAGE

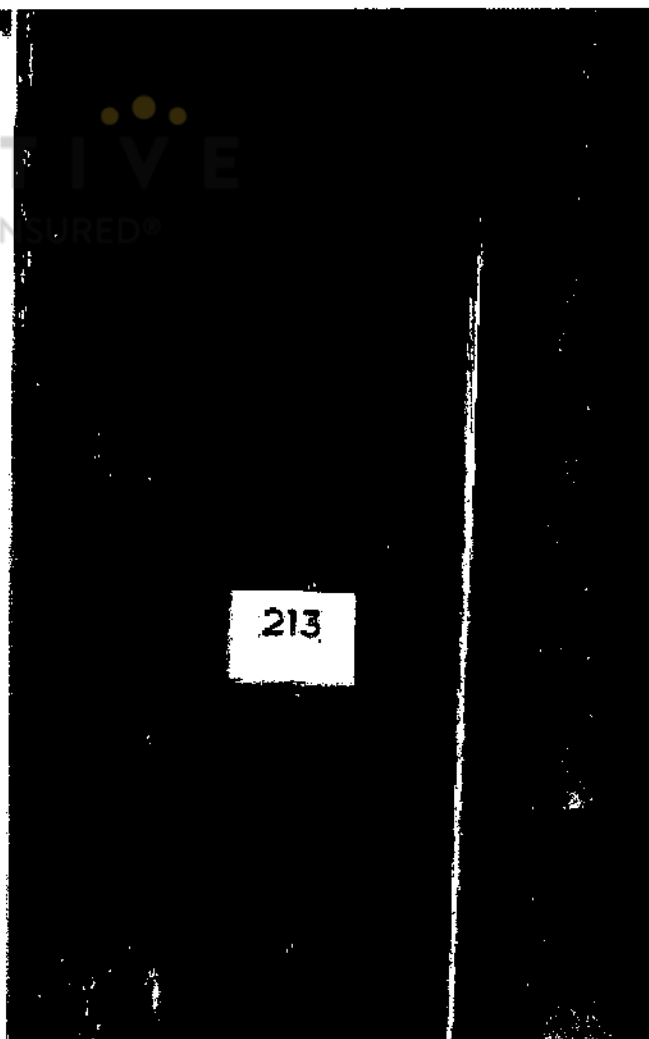
Date Taken: 1/28/2025

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41 41-IMG\_0280  
ROOM 213

Date Taken: 1/28/2025

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42 42-IMG\_0281  
ROOM 213 NO DAMAGE

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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43

43-IMG\_0282

Date Taken: 1/28/2025

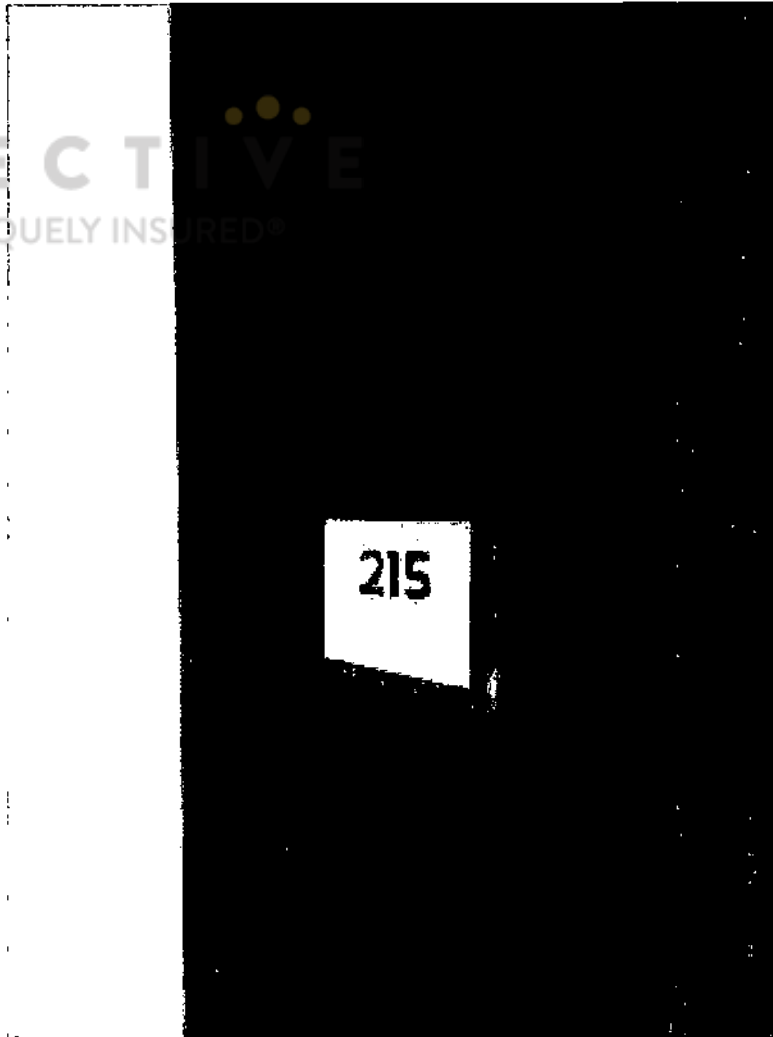
ROOM 213 NO DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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**SELECTIVE**  
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44 44-IMG\_0283  
ROOM 215

Date Taken: 1/28/2025

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**SELECTIVE** Selective

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45 45-IMG\_0284 Date Taken: 1/28/2025  
ROOM 215 DAMAGE TO CEILING

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46

46-IMG\_0285

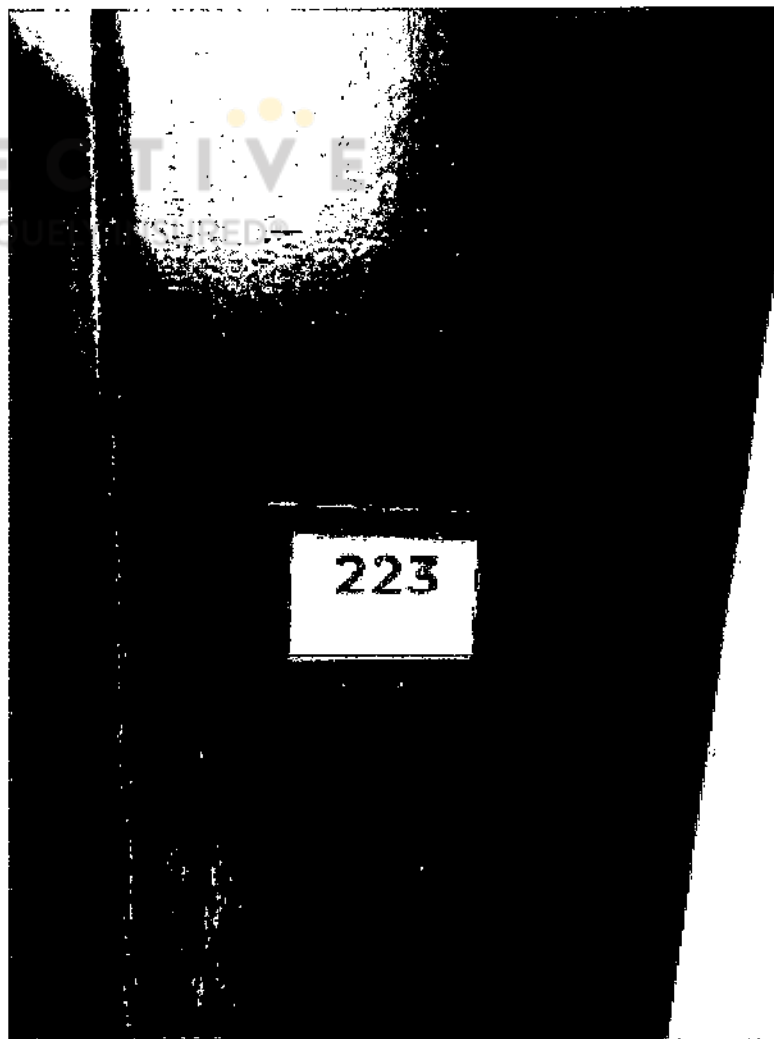
Date Taken: 1/28/2025

ROOM 215 DAMAGE TO CEILING

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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47 47-IMG\_0286  
ROOM 223

Date Taken: 1/28/2025

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48 48-IMG\_0287  
ROOM 223 CEILING

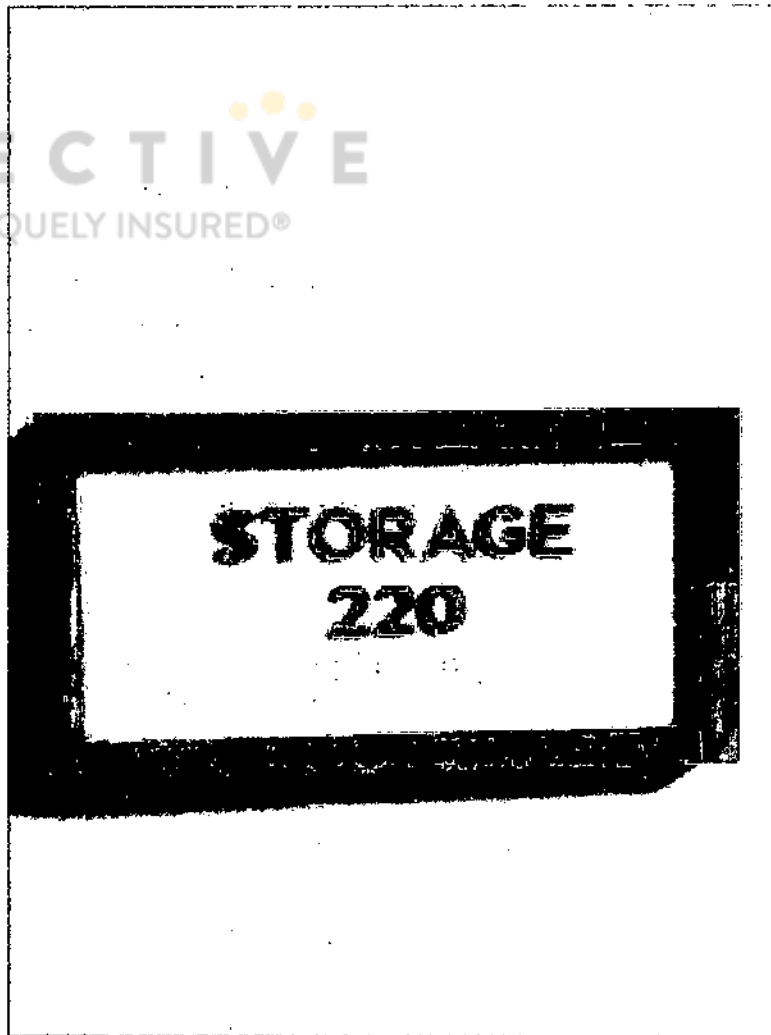
ken: 1/28/2025

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49

49-IMG\_0288

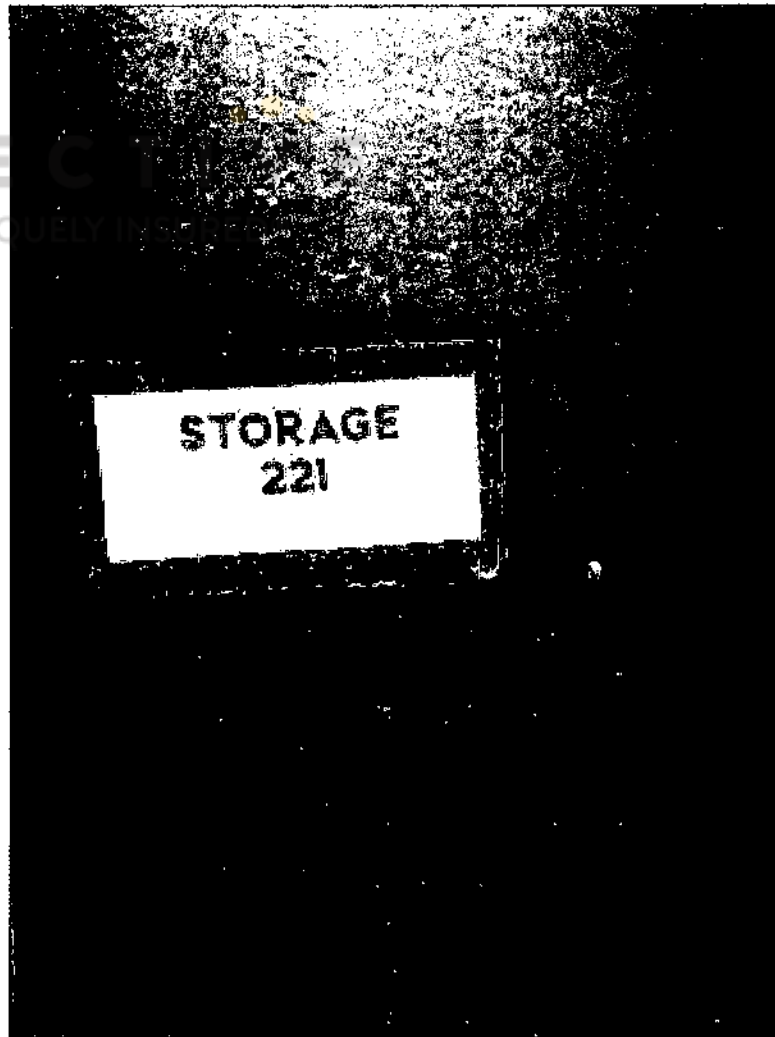
Date Taken: 1/28/2025

STORAGE 220 NO DAMAGE

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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Fax: 877-233-0917



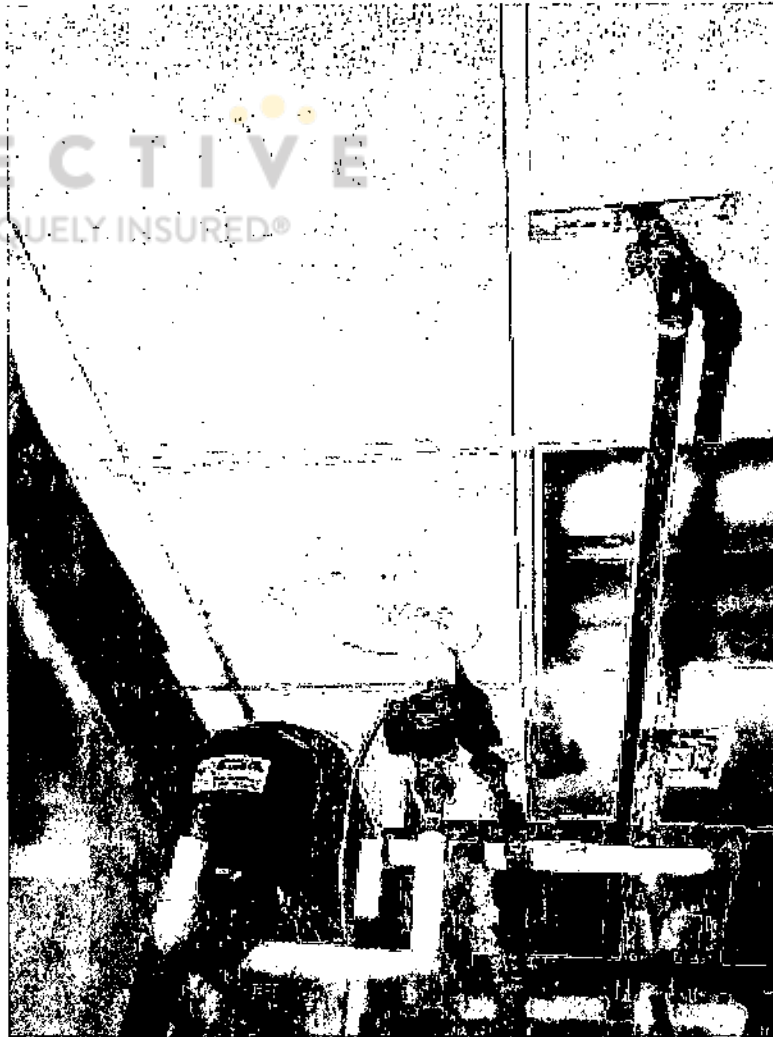
50 50-IMG\_0289  
STORAGE 221

Date Taken: 1/28/2025

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

PO Box 7264  
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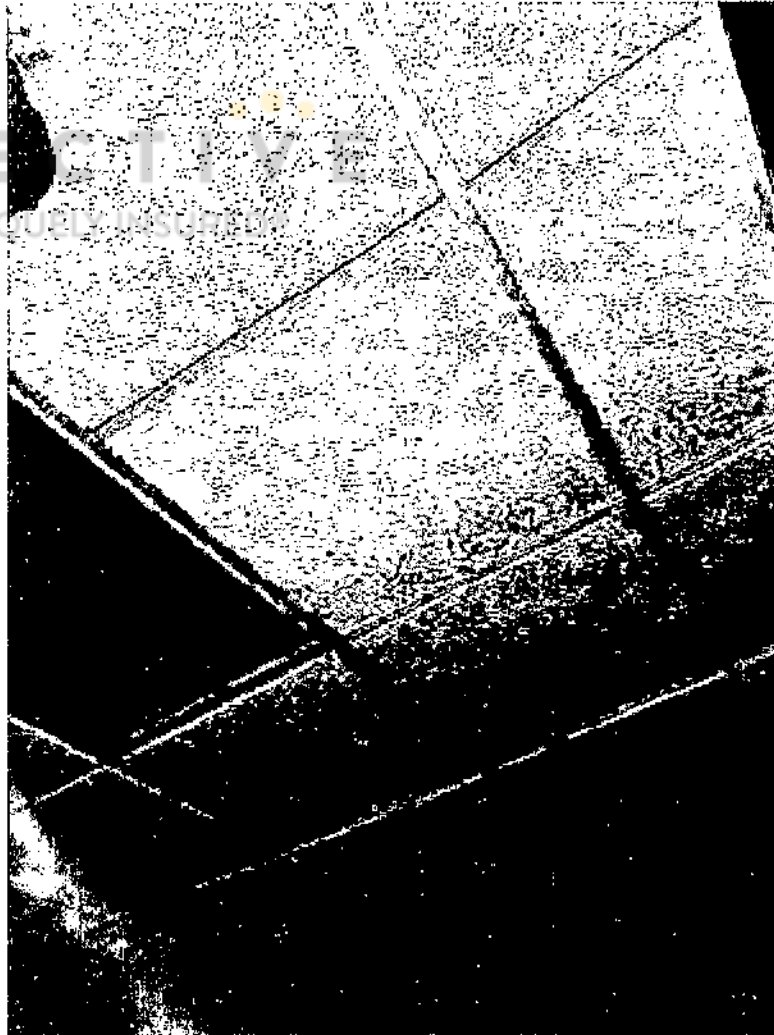
51 51-IMG\_0290 Date Taken: 1/18/2025  
STORAGE 221 DA 1. 51-IMG\_0290 AND CARPET

**SELECTIVE**  
BE UNIQUELY INSURED®



**SELECTIVE** Selective

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London, KY 40142  
Fax: 877-233-0917

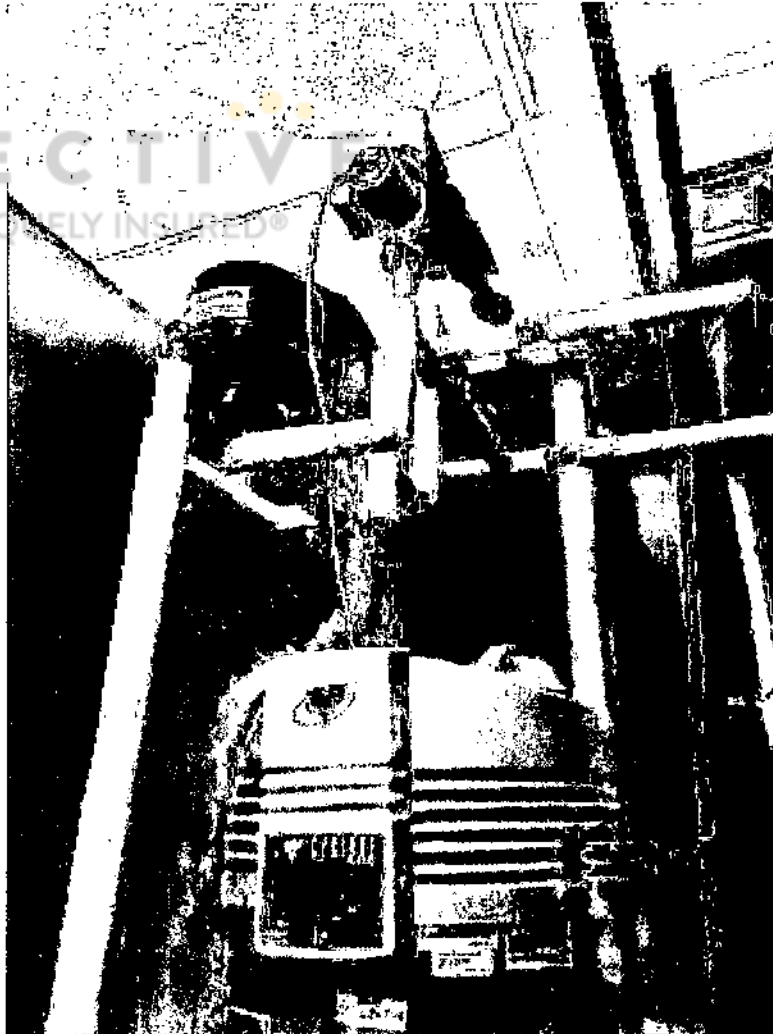


52 52-IMG\_0291 Date Taken: 1/28/2025  
STORAGE 221 DA. CEILING TILES AND CARPET

**SELECTIVE**  
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**SELECTIVE Selective**

PO Box 7264  
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Fax: 877-233-0917



53 53-IMG\_0292 Date Taken: 1/28/2025  
STORAGE 221 DAMAGE TO CLING FILMS AND CARPET

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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Fax: 877-233-0917



54 54-IMG\_0293 Date Taken: 1/28/2025  
STORAGE 221 DAMAGED TO REMOVAL TILES AND CARPET

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INSURANCE COMPANY

PO Box 7264  
London, KY 40074-2  
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55 55-IMG\_0294  
CORRIDOR 249

... Taken: 1/28/2025

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**SELECTIVE** Selective

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Fax: 877-233-6917



56

56-IMG\_0295

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

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57 57-IMG\_0296  
CORR. 249 CEILING DAMAGE

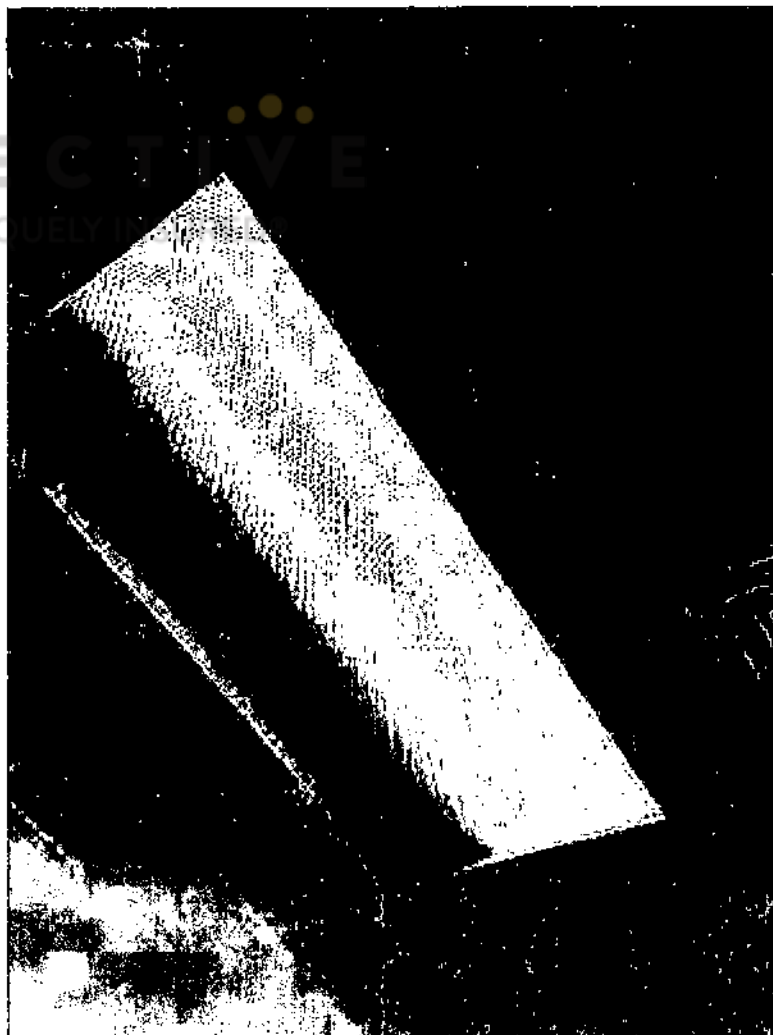
Date Taken: 1/28/2025

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**SELECTIVE** Selective

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58

58-IMG\_0297

Photo Taken: 1/28/2025

CORR. 249 CEILING

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59 59-IMG\_0298  
CORR. 249 CEILING DAMAGE

Date Taken: 1/28/2025

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**SELECTIVE** Selective  
INSURANCE COMPANY

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60

60-IMG\_0299

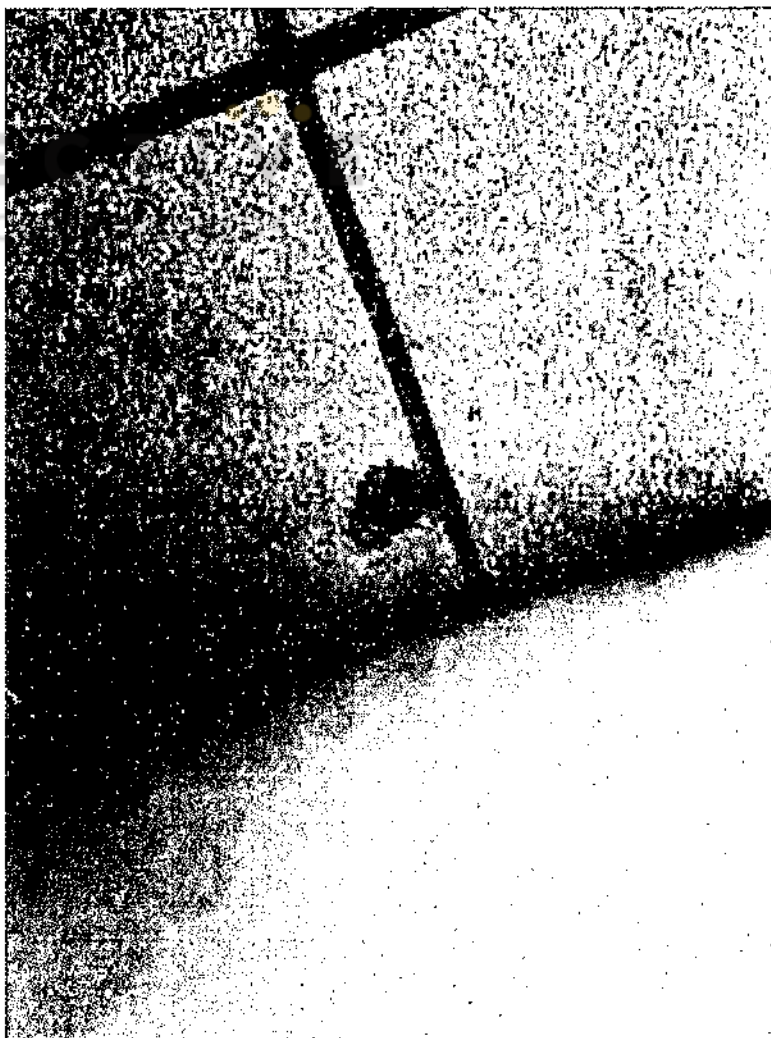
Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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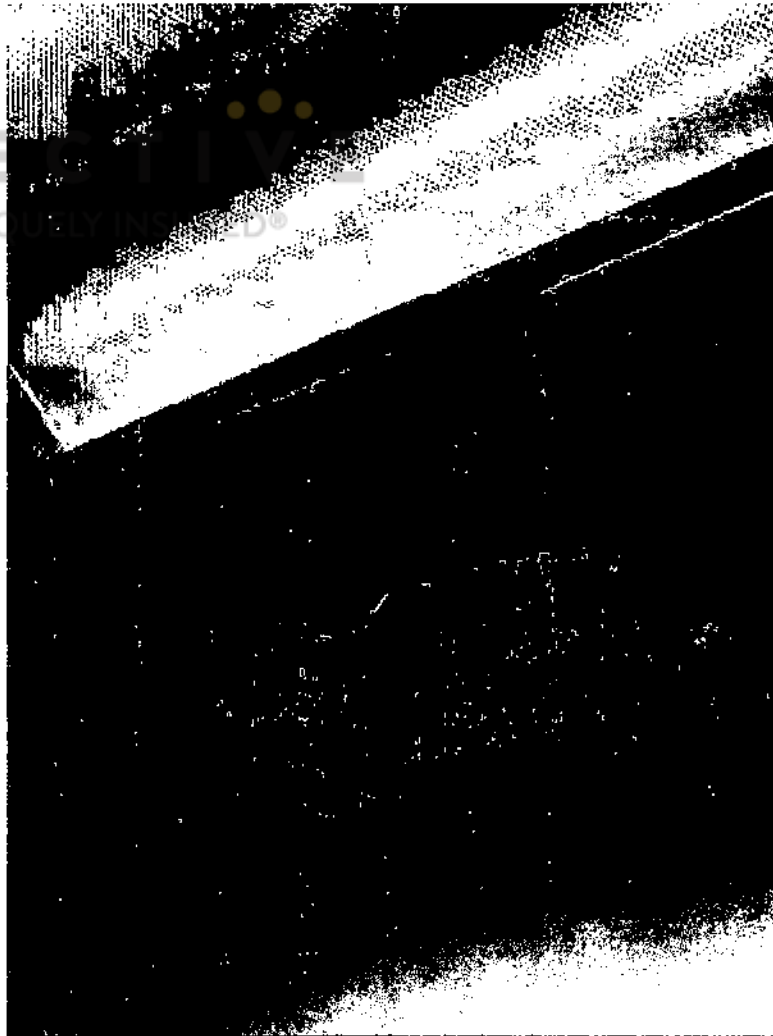
61 61-IMG\_0300  
CORR. 249 CEILING DAMAGE

Date Taken: 1/28/2025

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**SELECTIVE Selective**

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62 62-IMG\_0301  
CORR. 249 CEILING DAMAGE

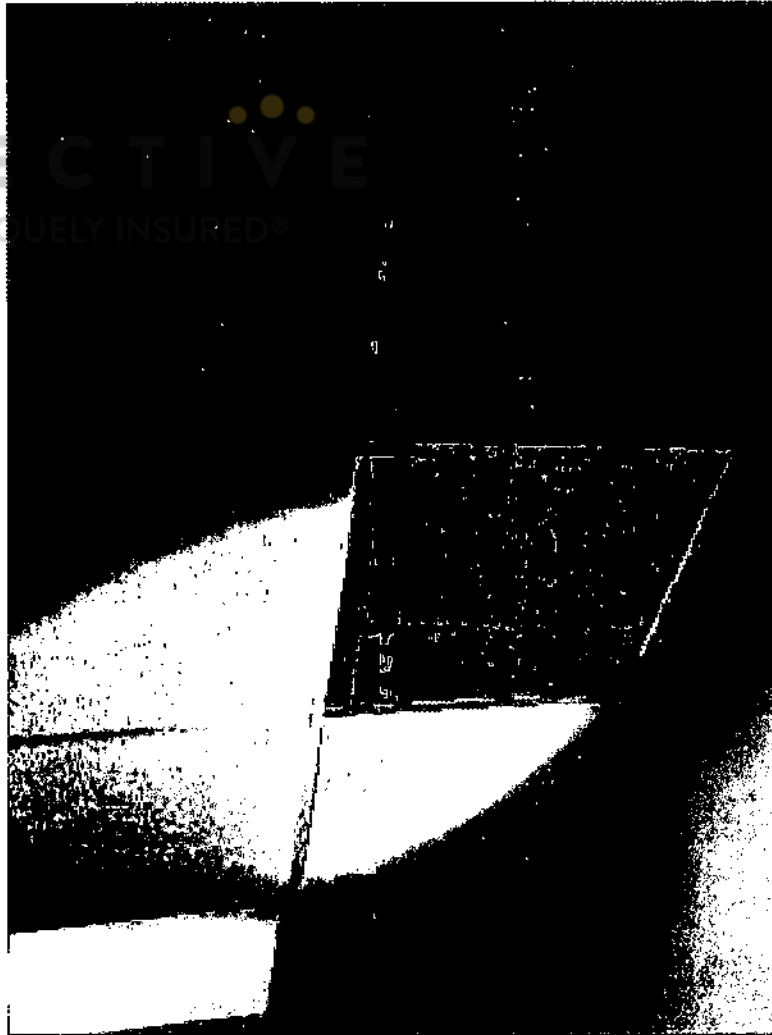
Date Taken: 1/18/2025

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63 63-IMG\_0302  
CORR. 249 CEILING DAMAGE

Date Taken: 1/23/2025

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64

64-IMG\_0303

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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65 65-IMG\_0304 Date Taken: 1/28/2025  
CORR. 249 CEILING DAMAGE

**SELECTIVE**  
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**SELECTIVE** Selective

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66

66-IMG\_0305

Date Taken: 1/28/2025

CORR. 249 CEILING DAMAGE

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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67 67-IMG\_0306  
CORR 251

Date Taken: 1/26/2025

**SELECTIVE**  
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**SELECTIVE** Selective

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68

68-IMG\_0307

Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

**SELECTIVE**  
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**SELECTIVE** Selective

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69

69-IMG\_0308

Date Taken: 1/28/2025

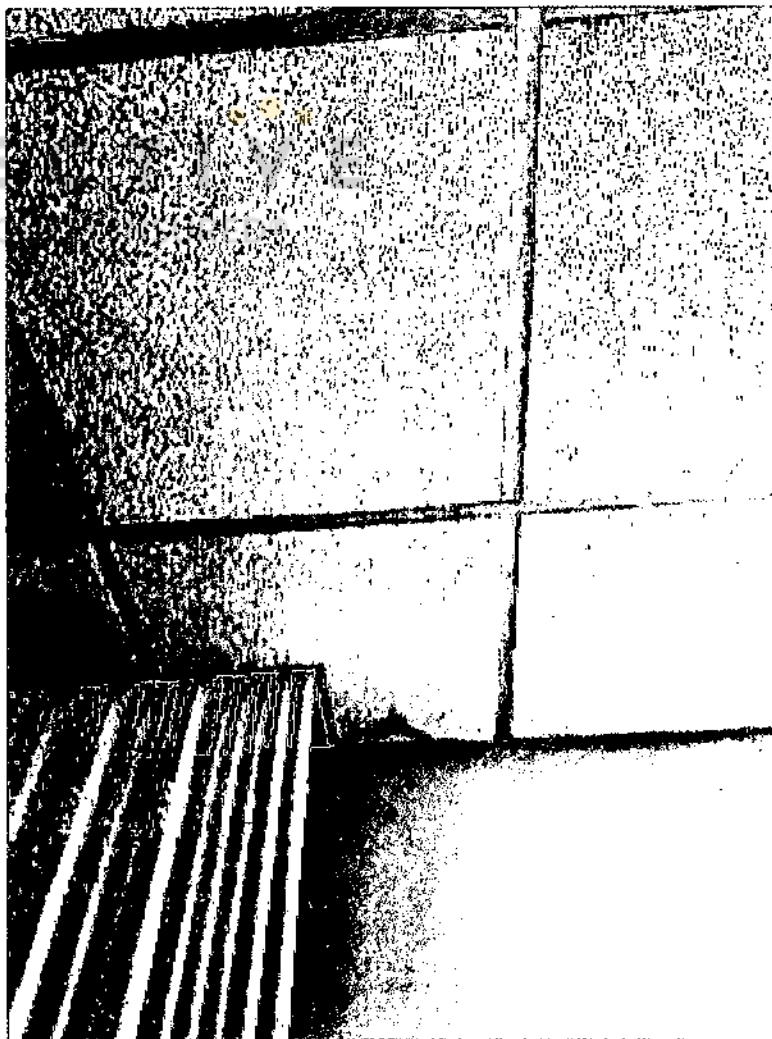
CORR 25 CEILING DAMAGE TO TILES, LIGHTS

**SELECTIVE**  
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**SELECTIVE Selective**

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70

70-IMG\_0309

Date Taken: 1/28/2025

CORR 25 CEILING DAMAGED TILES, LIGHTS

**SELECTIVE**  
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**SELECTIVE** Selective

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Fax: 877-233-0917



71 71-IMG\_0310 Date Taken: 1/28/2025  
CORR 25 CEILING DAMAGE TO TILES, LIGHTS

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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72

72-IMG\_0311

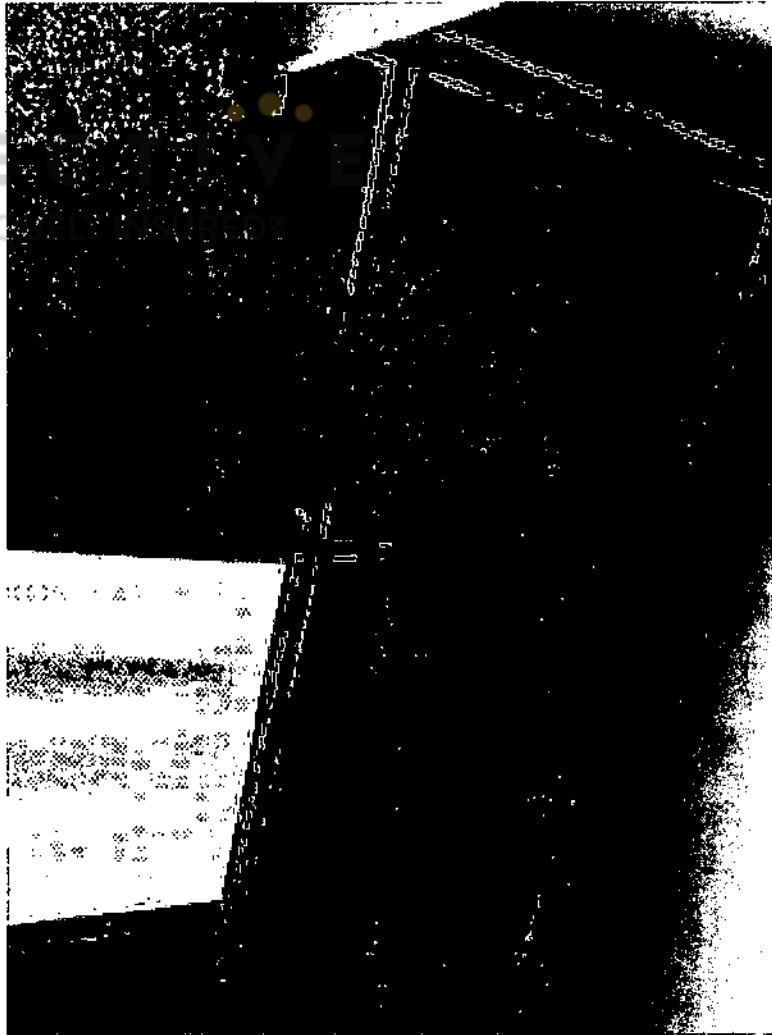
Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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73

73-IMG\_0312

Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

**SELECTIVE**  
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**SELECTIVE** Selective

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**SELECTIVE**  
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74

74-IMG\_0313

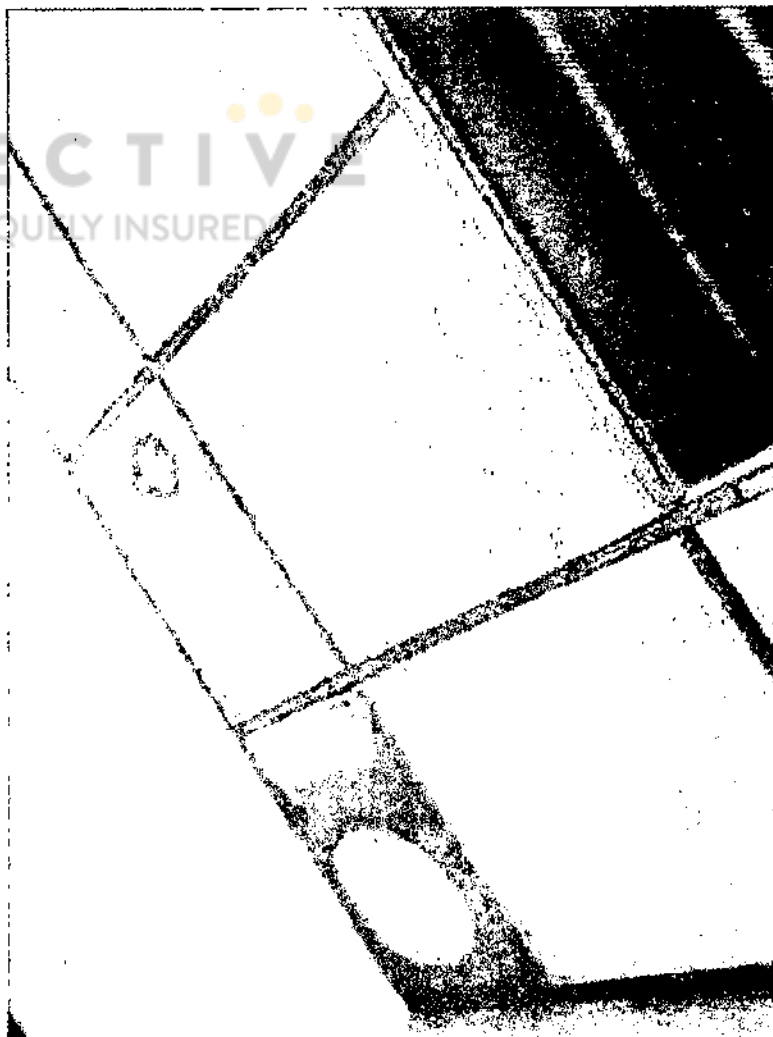
Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

**SELECTIVE**  
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**SELECTIVE** Selective

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Fax: 877-233-0917



75

75-IMG\_0314

Date Taken: 1/28/2025

CORR 25 CEILING DAMAGE TO TILES, LIGHTS

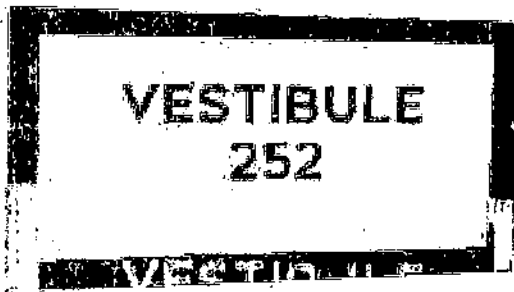
**SELECTIVE**  
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**SELECTIVE**  
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76 76-IMG\_0315  
ROOM 252

Date Taken: 1/28/2025

**SELECTIVE**  
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**SELECTIVE Selective**

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**SELECTIVE**  
BE UNIQUELY INSURED®



77 77-IMG\_0316 Date Taken: 1/18/2015  
ROOM 252 DAMAGE TO CEILING TILES

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE Selective**

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Fax: 877-233-0917

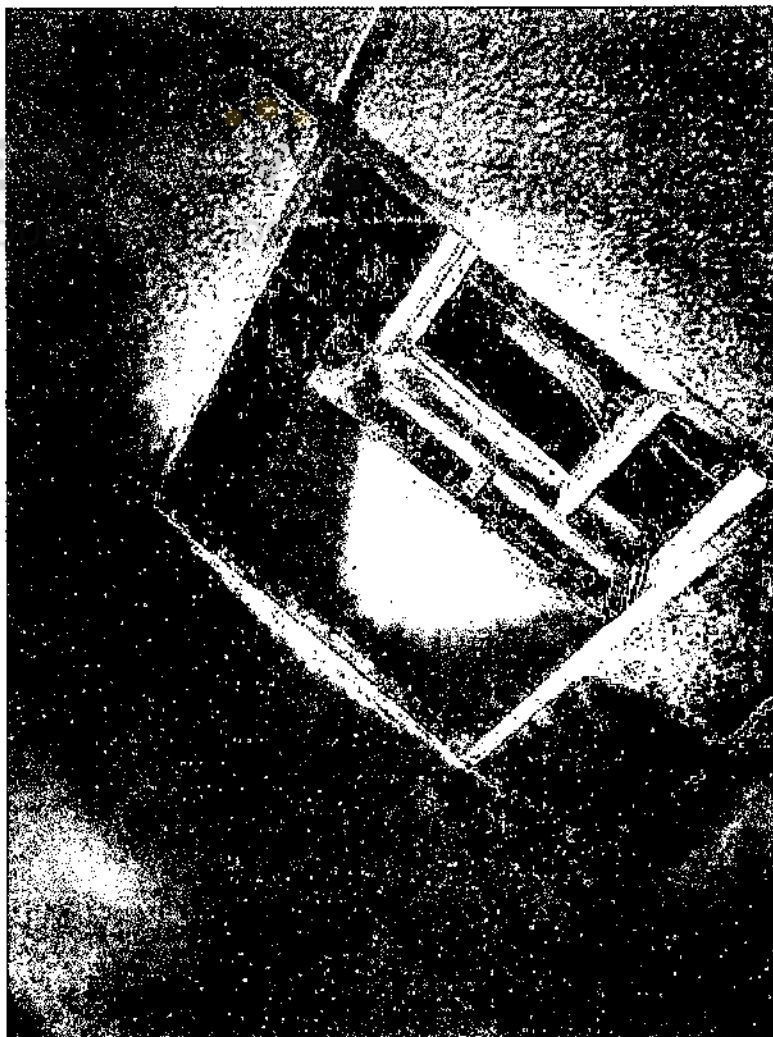


78 78-IMG\_0317 Date Taken: 1/28/2025  
ROOM 252 DAMAGE TO CEILING TILES

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective  
PHOTOGRAPHY

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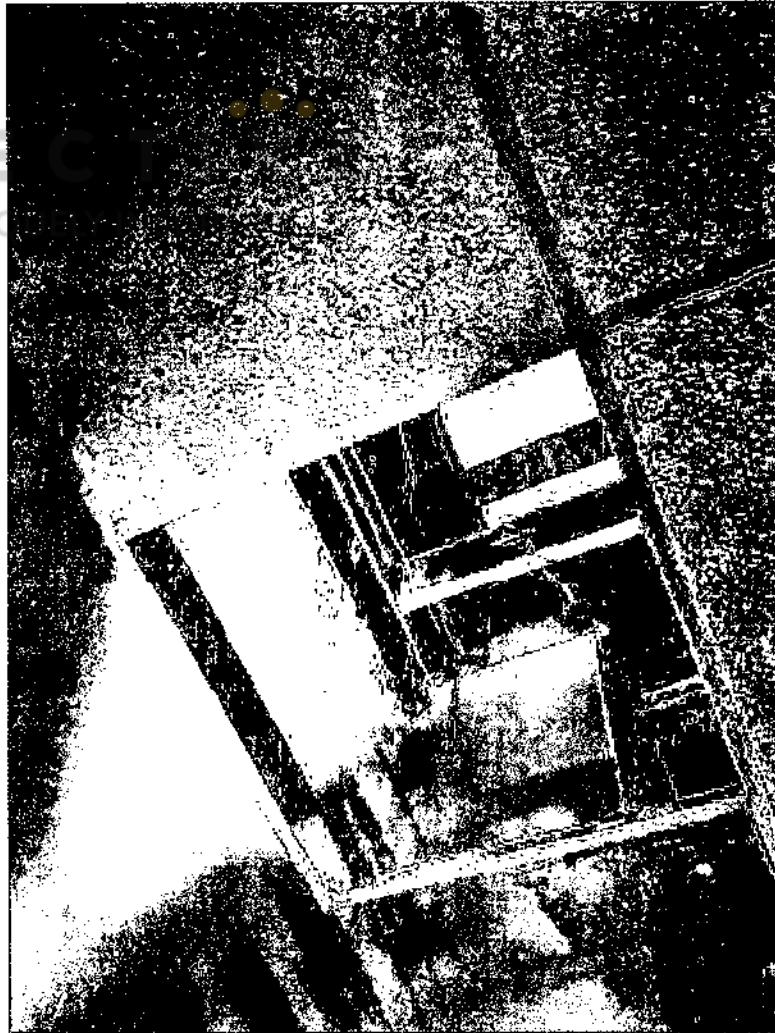


79 79-IMG\_0318 Date Taken: 1/28/2025  
ROOM 252 DAMAGE TO CEILING TILES

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE** Selective

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80 80-IMG\_0319 Date Taken: 2/23/2025  
ROOM 252 DAMAGE TO CEILING TILES

**SELECTIVE**  
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**SELECTIVE** Selective

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81 81-IMG\_0320 Date Taken: 1/28/2025  
ROOM 252 WATER STAINING RUNNING DOWN INTERNAL WALL

**SELECTIVE**  
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82

82-IMG\_0321

Date Taken: 1/28/2025

ROOM 252 WATER STAINING RUNNING DOWN INTERNAL WALL

**SELECTIVE**  
BE UNIQUELY INSURED®

**SELECTIVE Selective**

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83 83-IMG\_0322 Date Taken: 1/28/2025  
ROOM 252 WATER DAMAGE FROM LEAKING DOWN INTERNAL WALL

**SELECTIVE**  
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**SELECTIVE Selective**

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84

85-IMG\_0324

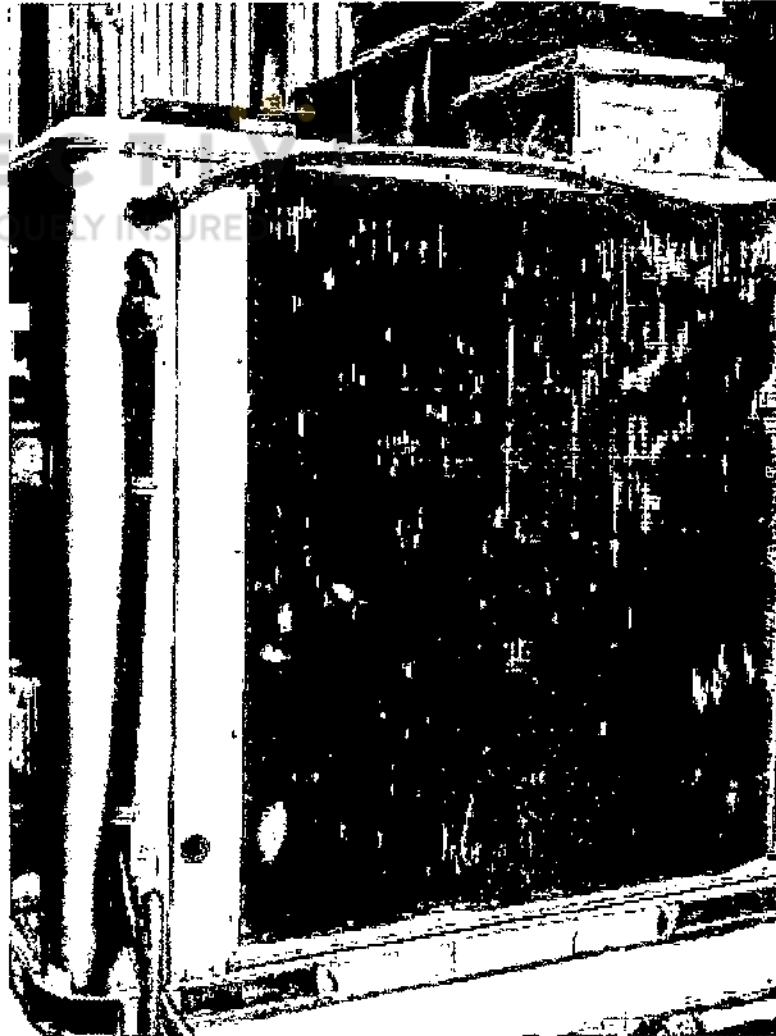
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MECH DAMAGE TO BACK OF

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85 86-IMG\_0325 Date Taken: 1/28/2025  
OUTSIDE BACK ELEVATION AC COILS

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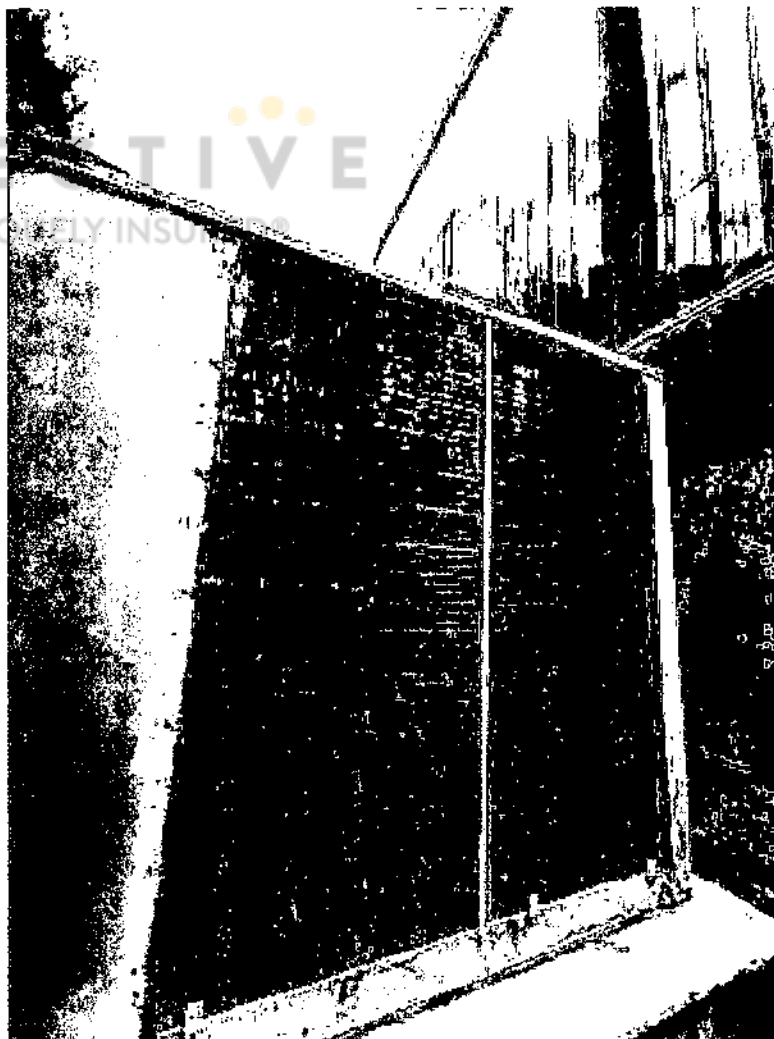


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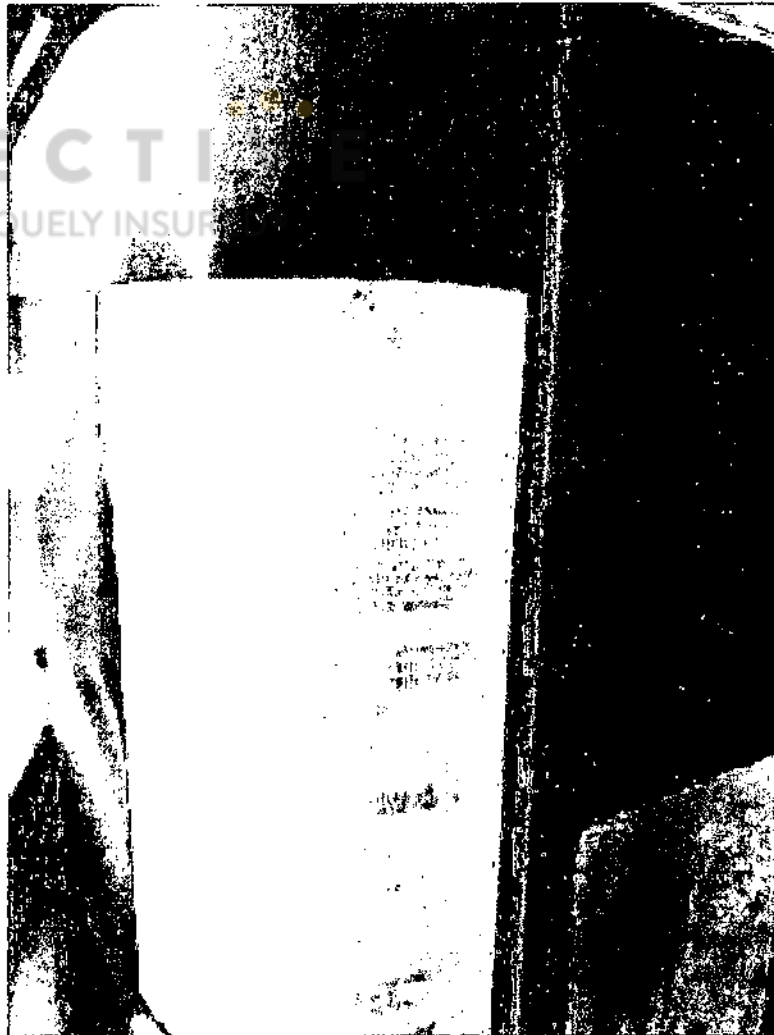
87 88-IMG\_0327 Date Taken: 1/28/2025  
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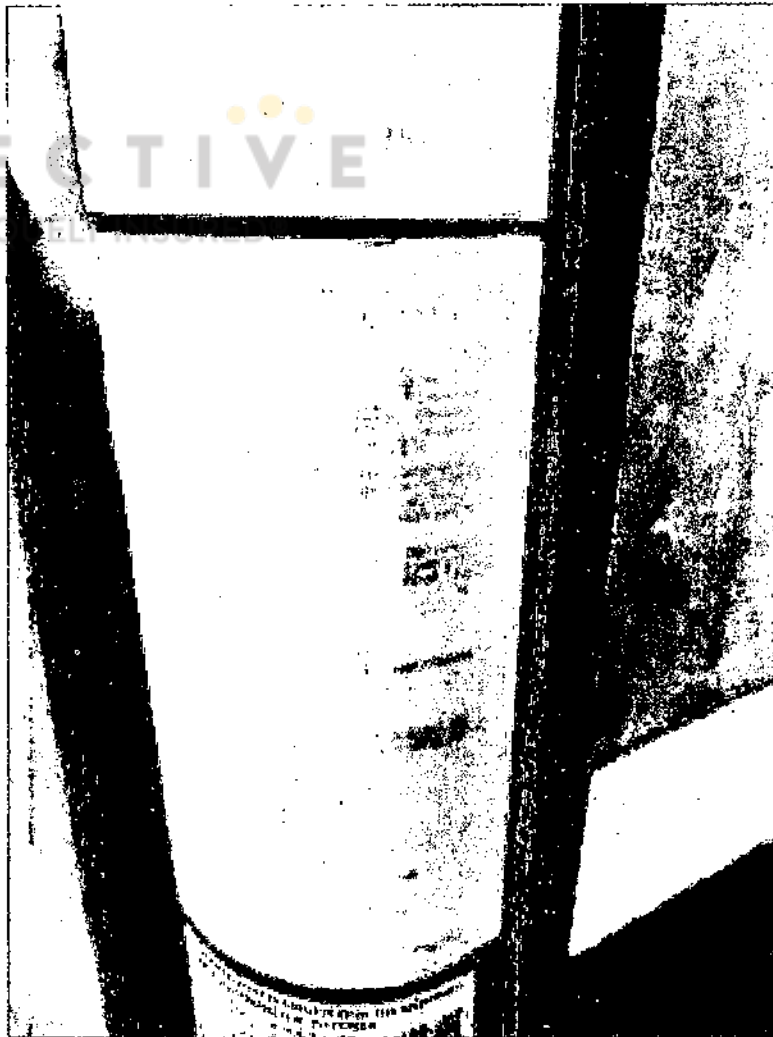


88 89-IMG\_0328 Date Taken: 1/28/2025  
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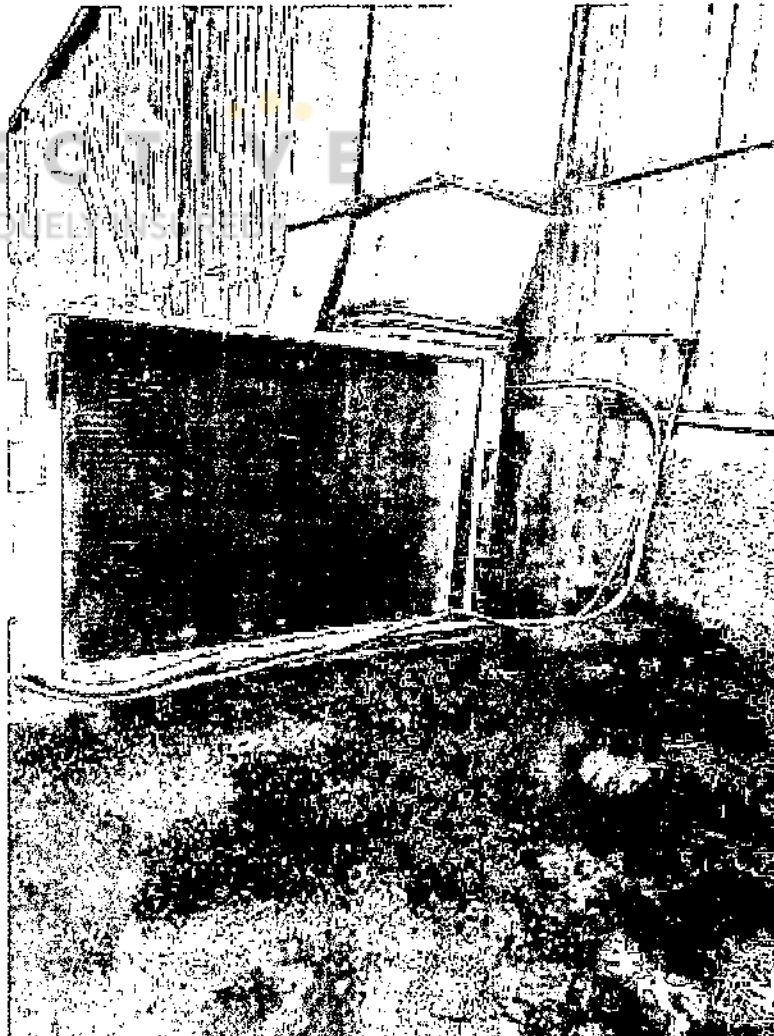
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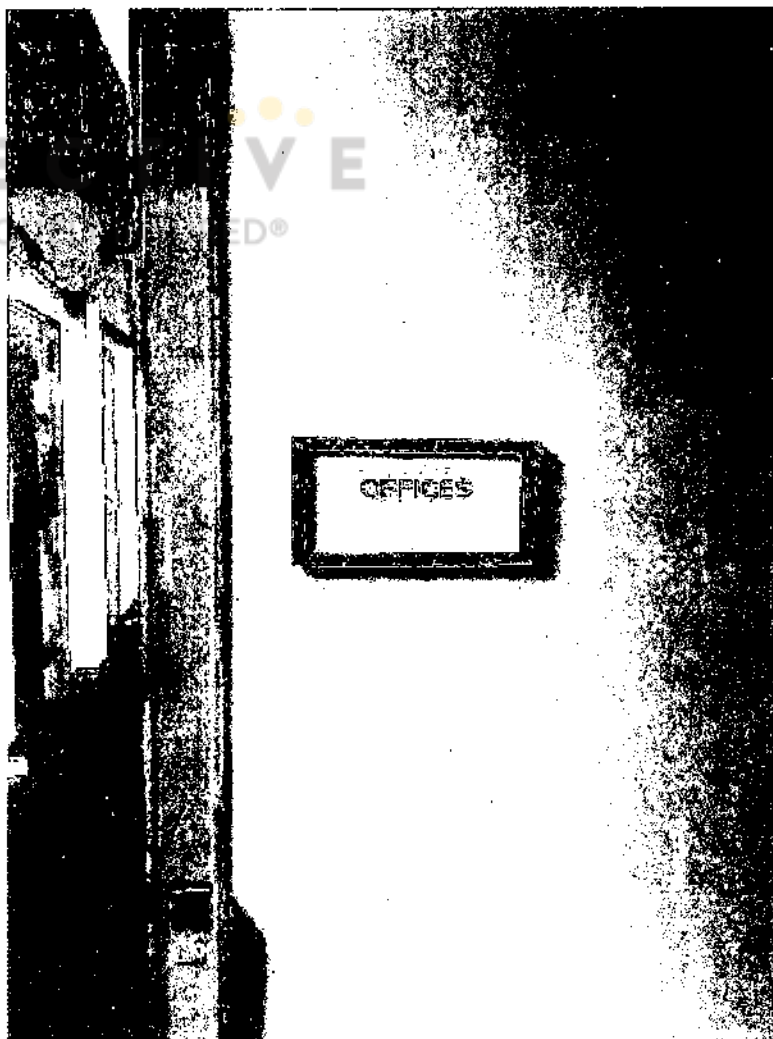


91 92-IMG\_0331 Date Taken: 1/28/2025  
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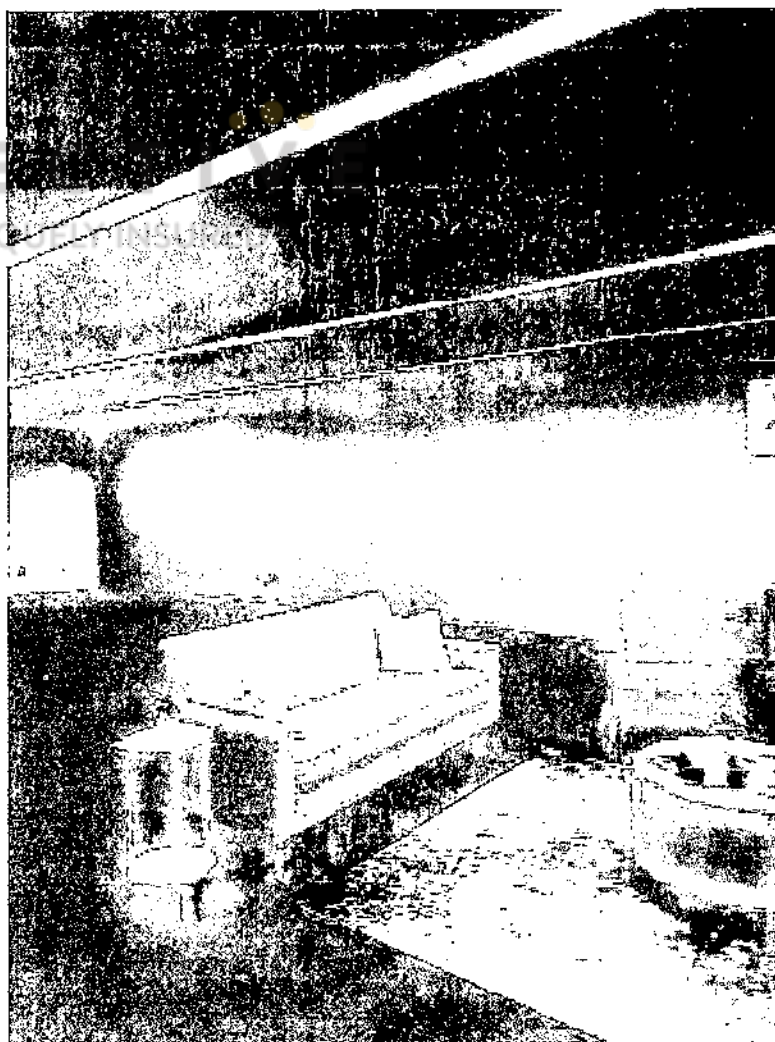
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93 94-IMG\_0333

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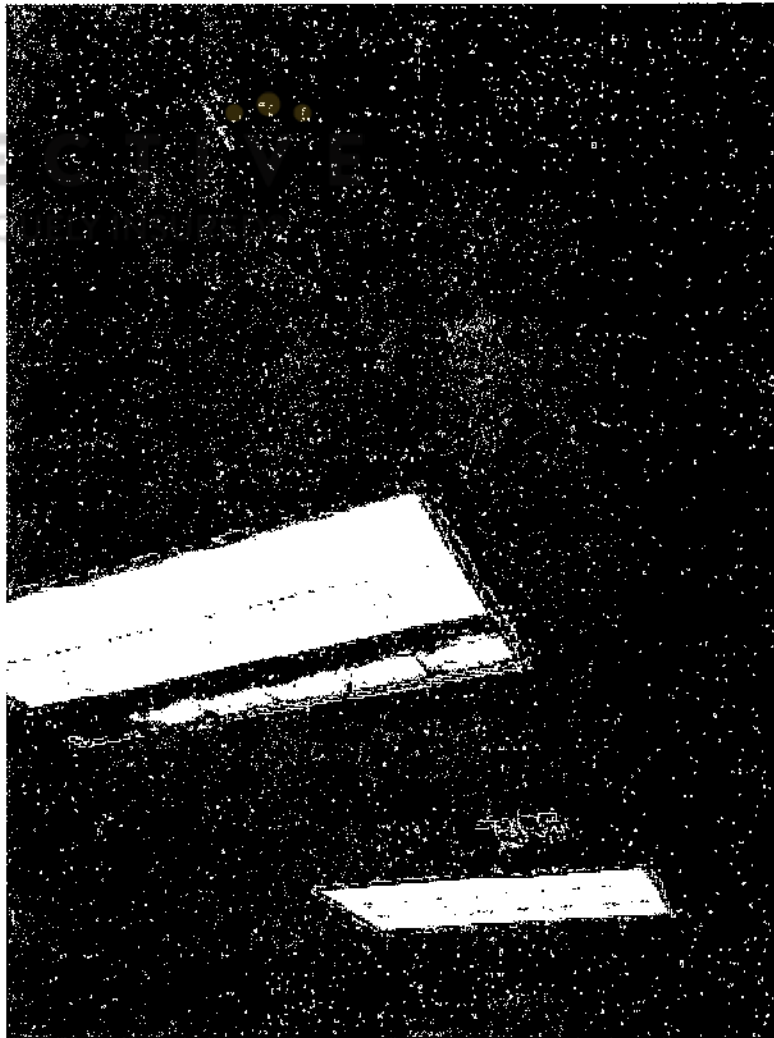
95 98-IMG\_0337  
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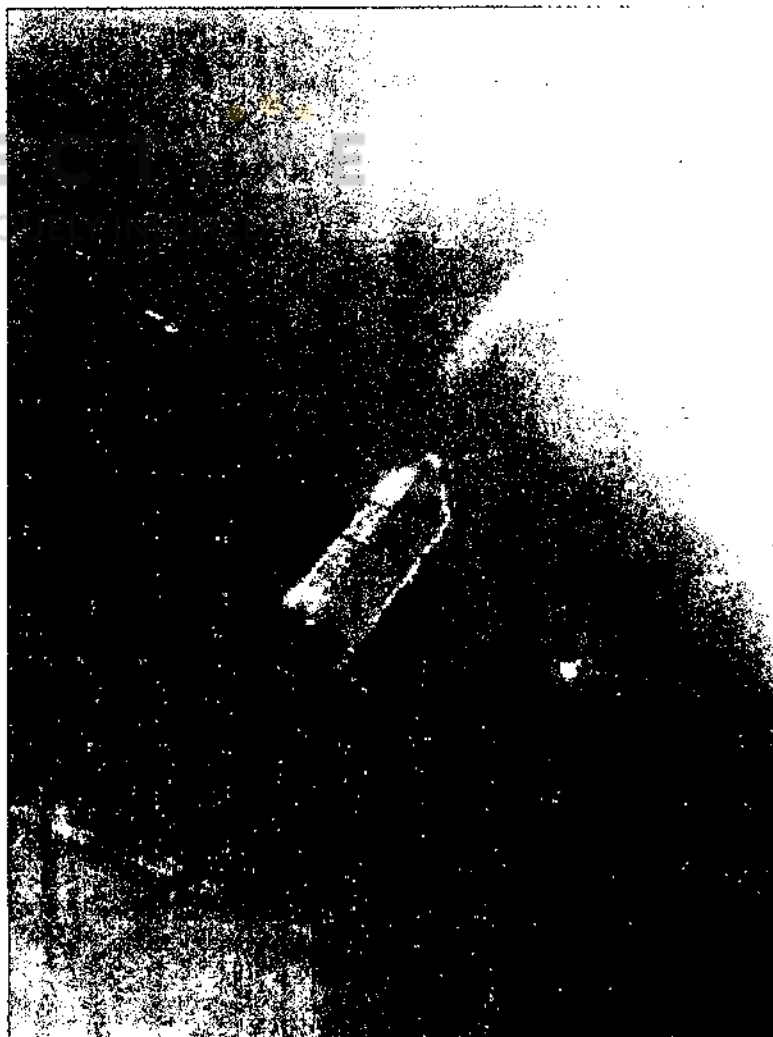
97 100-IMG\_0339  
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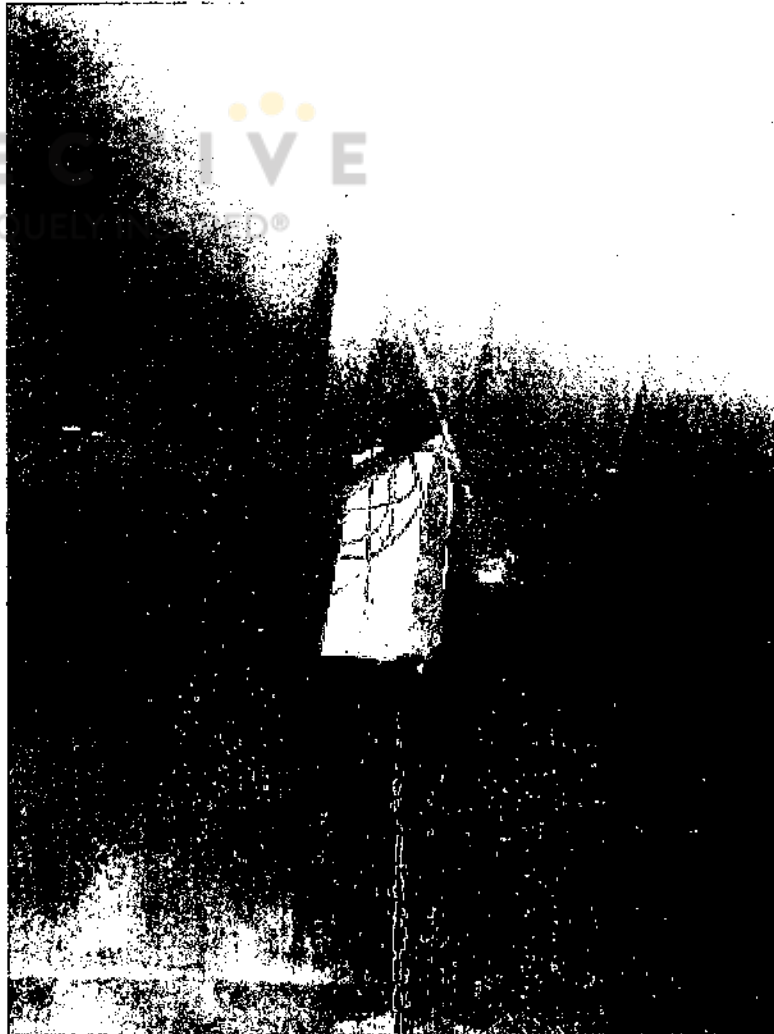


98 101-IMG\_0340 Date Taken: 1/28/2025  
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99 102-IMG\_0341 [Redacted] 1/26/2025  
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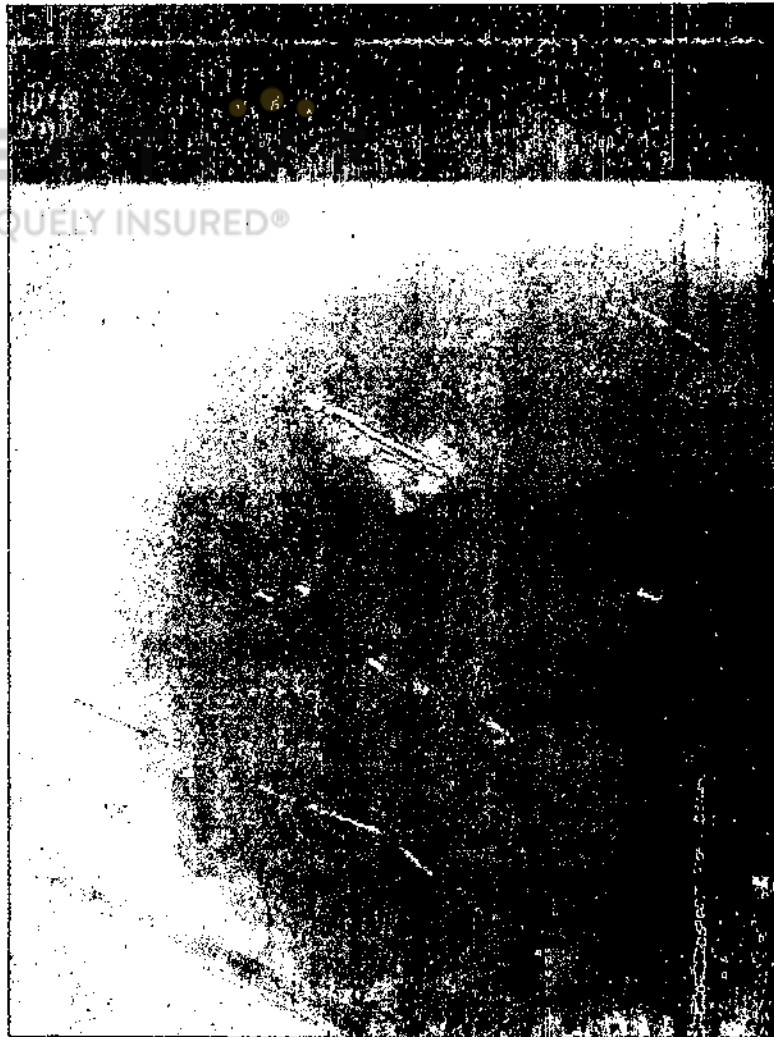
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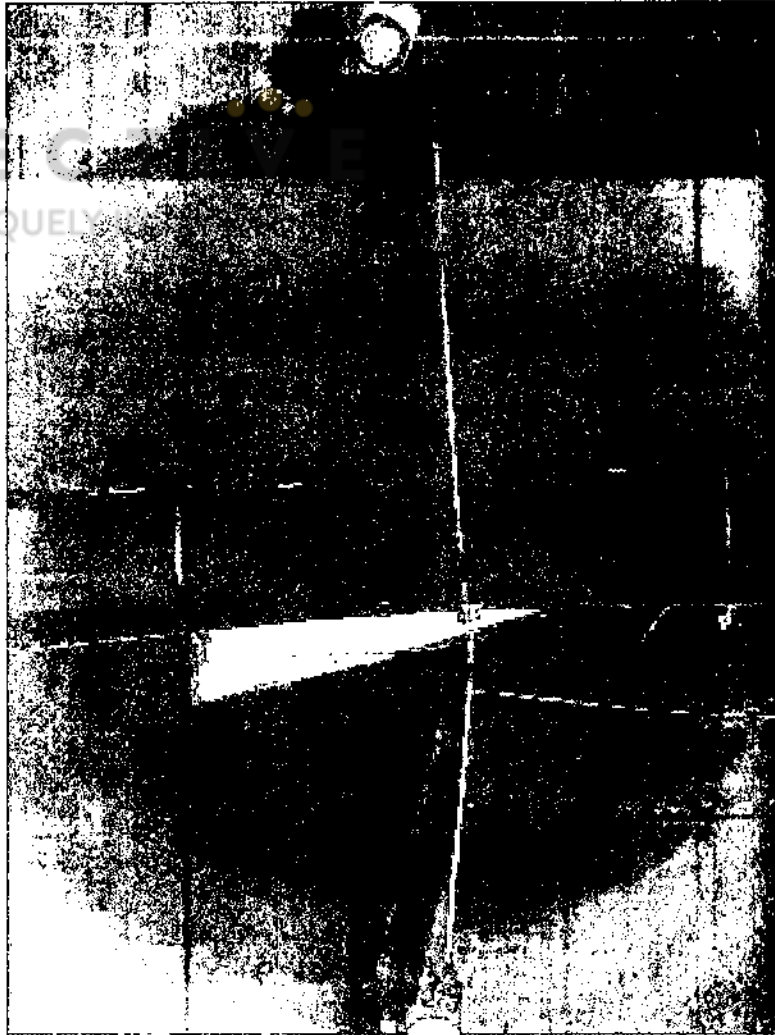
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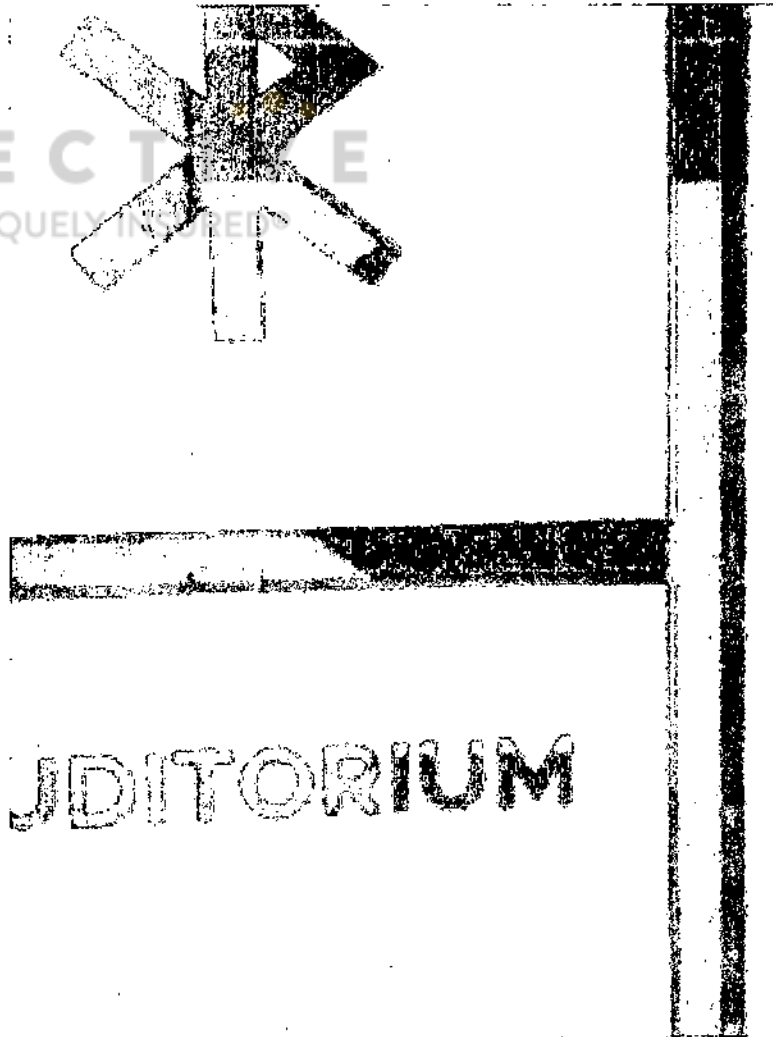
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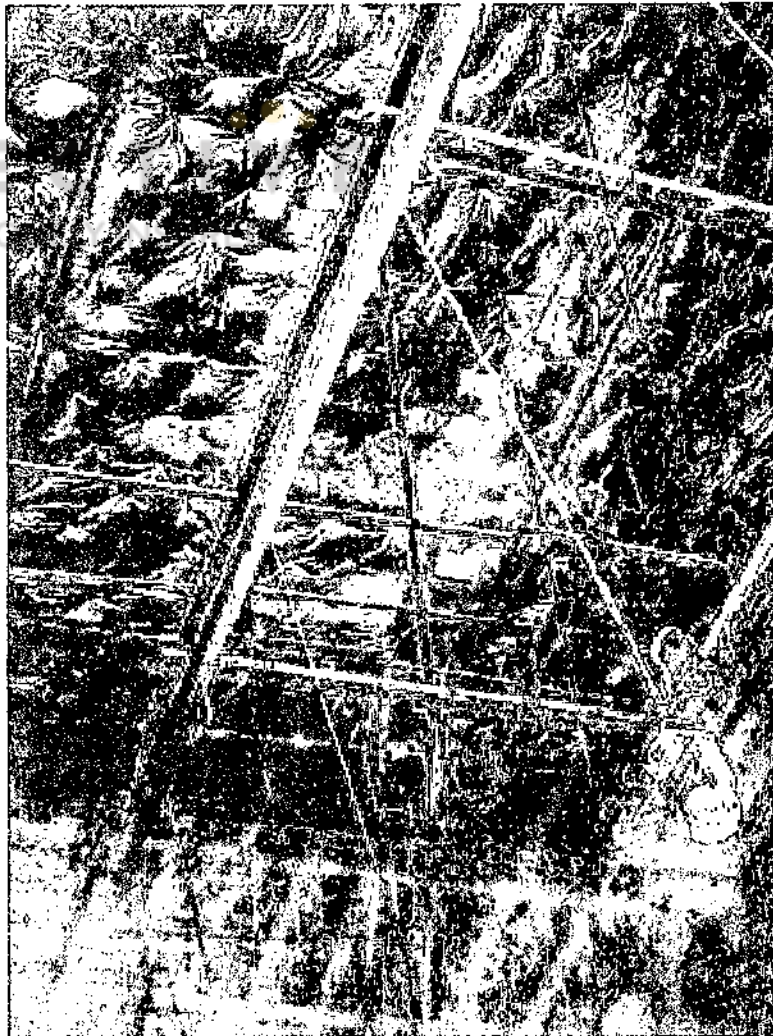
103 107-IMG\_0346  
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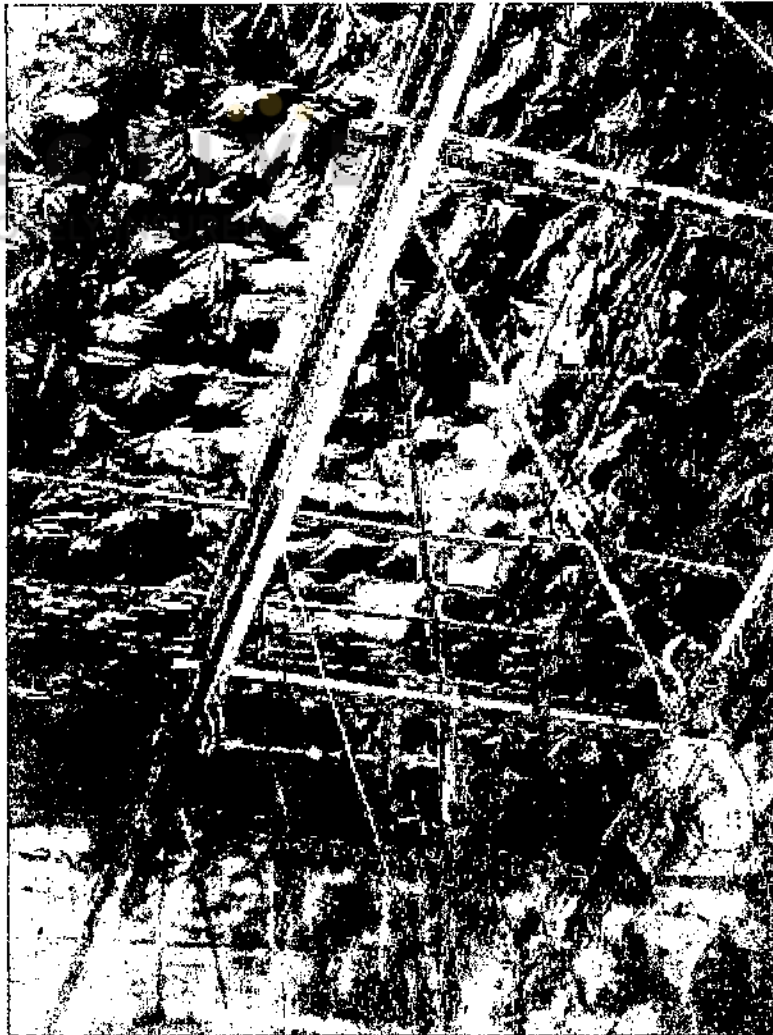


104 108-IMG\_0347 1/28/2025  
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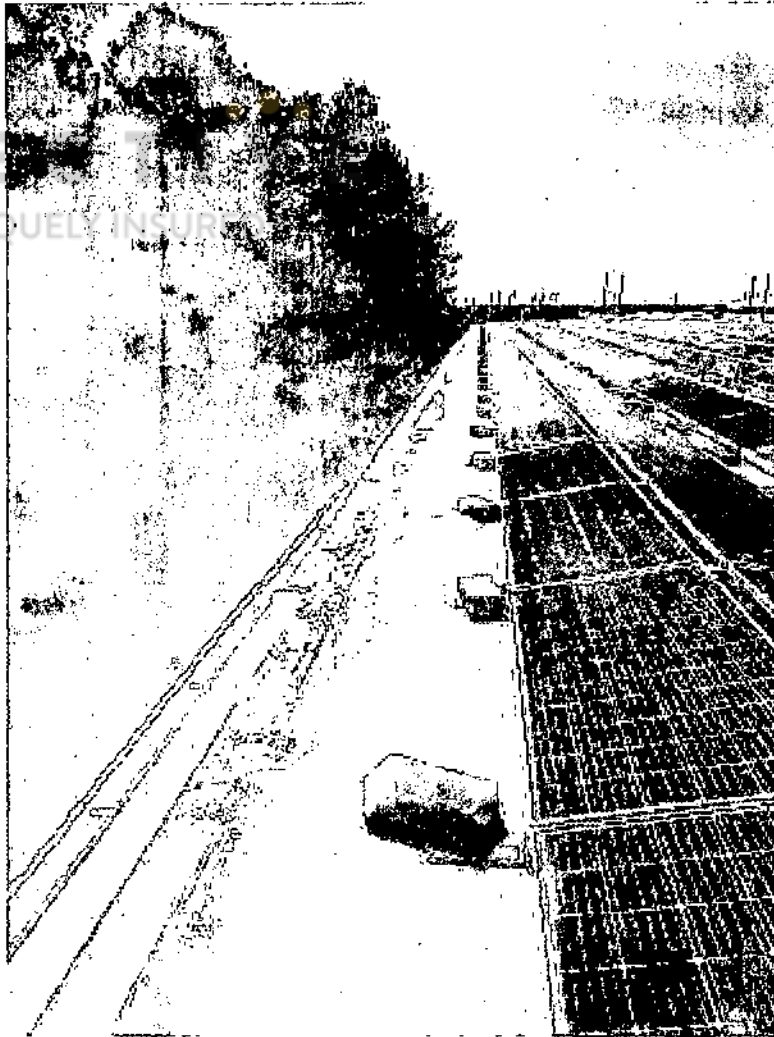


106 110-IMG\_0349 Sent: 7/28/2025  
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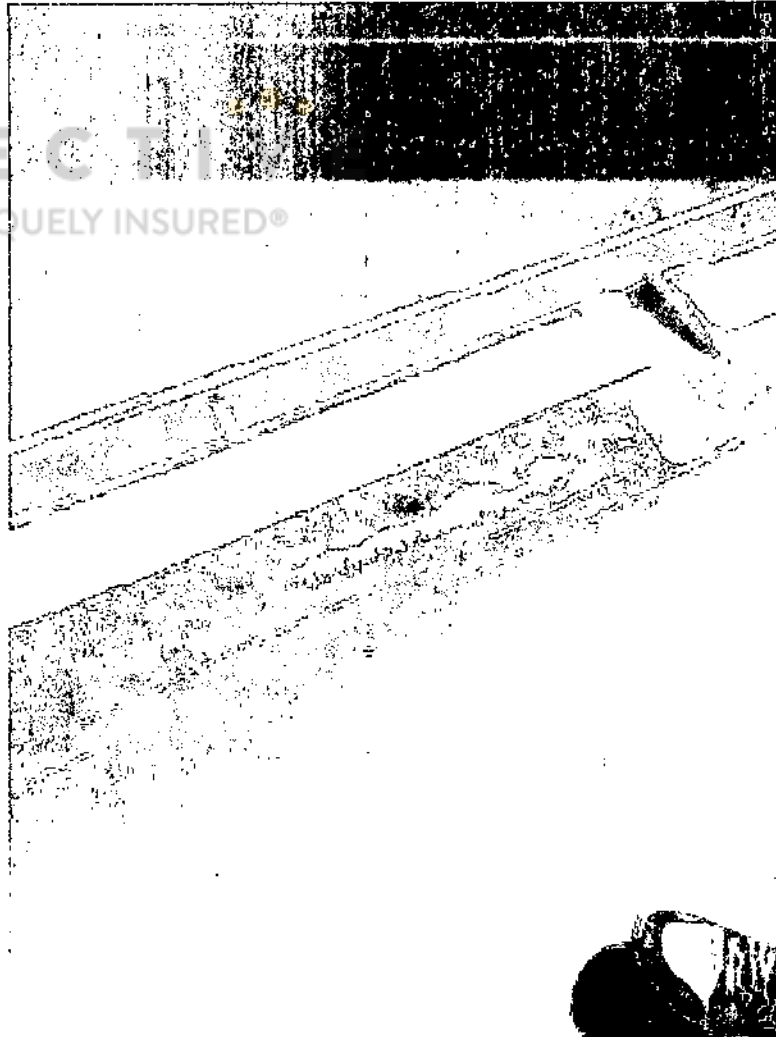
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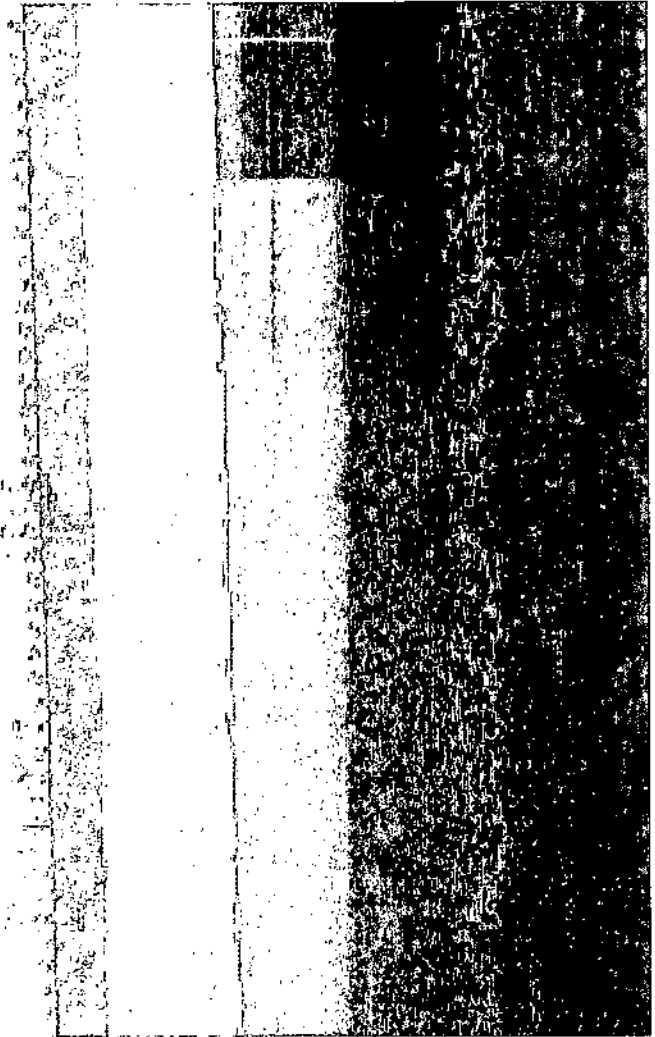
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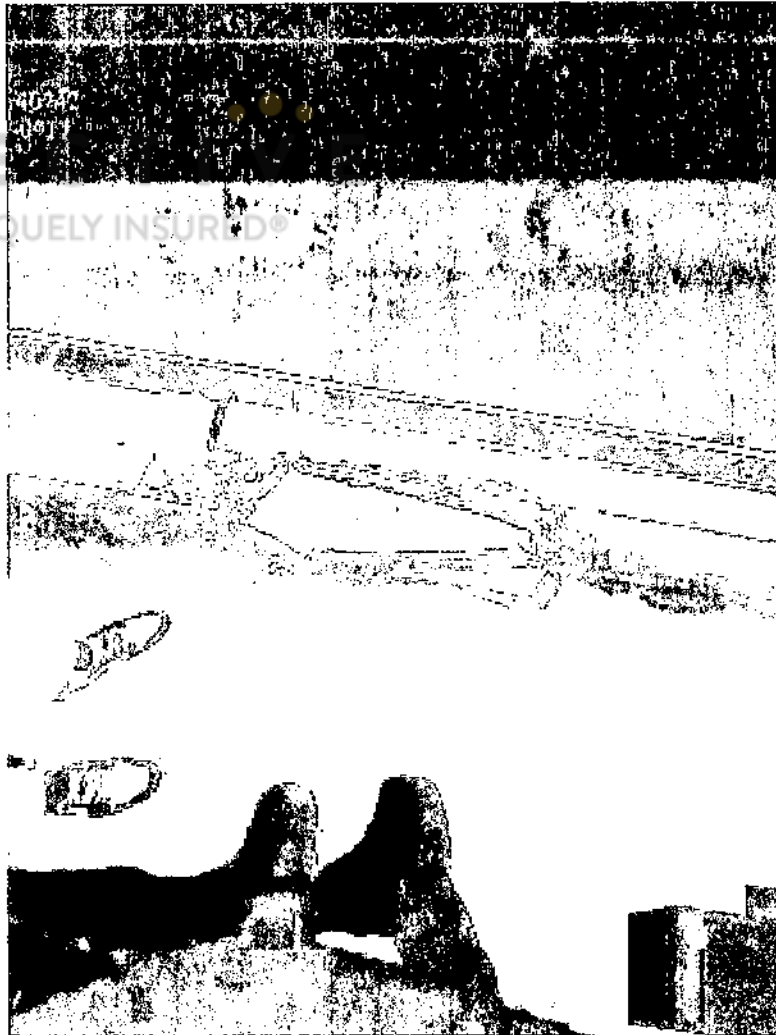
114-IMG\_0378  
GUTTER HAIL HIT

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JUDICIAL SUPERIOR COURT OF STEPHENS COUNTY  
STATE OF GEORGIA

RENOVATION CHURCH OF ATLANTA, )  
INC., )  
Plaintiff, )  
v. )  
SELECTIVE WAY INSURANCE )  
COMPANY, )  
a foreign corporation, )  
Defendant )

CIVIL ACTION FILE NO.:  
SUCV2025000226

**PLAINTIFF'S FIRST SET OF INTERROGATORIES AND REQUEST FOR  
PRODUCTION OF DOCUMENTS DIRECTED TO DEFENDANT**

COMES NOW plaintiff, Renovation Church of Atlanta, Inc., by and through the undersigned counsel and hereby propounds the following First Set of Interrogatories and Request for Production of Documents to the Defendant, Selective Way Insurance Company, to be answered separately and fully, in writing, under oath, and in accordance with the Georgia Civil Practice Act, O.C.G.A. §§ 9-11-33 and 9-11-34.

**GENERAL INSTRUCTIONS**

1. You are required to answer and verify the following interrogatories and requests for production of documents within forty-five (45) days of the date of service.
2. Each paragraph below shall operate and be construed independently; and, unless otherwise indicated, no paragraph limits the scope of any other paragraph.
3. In answering these discovery requests, you are required to furnish all information available to You (not merely such information as you know of your own personal knowledge), including information in the possession of your attorneys and accountants, other persons



directly or indirectly employed by or connected with you or your attorneys or accountants, or anyone else acting on your behalf or otherwise subject to your control.

4. Your obligation to answer these discovery requests is intended to be continuing in nature; therefore, you are required by O.C.G.A. § 9-11-26 and instructed by the Plaintiff to reasonably & promptly amend or supplement your response if you learn that any prior response is in some material respect incomplete or incorrect, and if the additional or corrective information has not otherwise been made known to Plaintiff during the discovery process or in writing.
5. You are instructed that a failure by you to make, amend, or supplement a response in a timely manner or to otherwise comply with O.C.G.A. § 9-11-26 may result in sanctions against You.
6. The singular includes the plural number, and vice versa. The masculine includes the feminine and neutral genders. The past tense includes the present tense where the clear meaning is dictated by a change of tense.
7. Each document request shall be deemed to call for the production of the original document or documents. If the original is not available, then a copy shall be produced if it differs in any respect from the original or from other copies (e.g., by reason of handwritten, typed, or printed notes or comments having been added to the copy that do not appear on the original).
8. If a request seeks a document that, to your knowledge, does not exist, please state that the document does not exist.
9. Without interfering with the readability of a document, please identify by Bates number or other means the request(s) to which the document is responsive.

10. For each document responsive to any request that is withheld under a claim of privilege, you are required by Uniform Superior Court Rule 5.5 to provide a privilege log containing the following information:

- a) The date the document was prepared or created;
- b) The name and title of the author or authors of the document;
- c) A summary of the subject matter of the document;
- d) The identity of each person or persons (other than those giving solely stenographic or clerical assistance) who assisted the author or authors in creating the document;
- e) The identity of each person to whom the document or the contents of the document have been communicated (either intentionally or inadvertently), the date(s) of such communication, the title of each such person, and the date of such communication;
- f) A statement of the basis on which privilege is claimed; and
- g) The identity and title, if any, of the person or persons providing the information requested in subsections (a) through (f) above.

#### DEFINITIONS

As used in these interrogatories, the terms listed below are defined as follows:

1. "Document(s)" or "documentation" means any writing of any kind, including originals and all non-identical copies (whether different from the originals by reason of any notation made on such copies or otherwise), including without limitation correspondence, memoranda, notes, desk calendars, diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, invoices, statements, receipts, returns, warranties, guaranties, summaries, pamphlets, books, prospectuses, interoffice and intra-office communications, offers, notes, or of any sort of conversation, telephone calls, meetings or other

communications, bulletins, magazines, publications, printed matter, photographs, computer printouts, teletypes, faxes, invoices, worksheets and all drafts, alterations, modifications, changes and amendments of any of the foregoing, tapes, tape recordings, transcripts, graphic or aural records or representations of any kind, memorialized depictions of the Property or of Communications relating to the Claim, and electronic, mechanical or electric records or representations of any kind which You have knowledge or which are now or were formally in your actual or constructive possession, custody or control.

2. "Claim" or "Policyholder's Claim" shall refer to Claim No. 22712083, which was drafted by the Insurance Company and issued to the Policyholder for direct physical loss or direct physical damage to the Property.
3. "Communication" shall mean and include any oral or written utterance, notation, or statement of any nature whatsoever, including but not limited to correspondence, personal conversation, telephone calls, dialogues, discussions, interviews, consultations, telegrams, telexes, cables, memoranda, agreements, notes, and oral, written, or other understandings or agreements. This shall include all written, recorded, or signed statements of any party, including the Policyholder, any adjuster, subcontractor, witnesses, investigators, or agents, representative, or employee of the parties concerning the subject matter of this action.
4. "Identify" shall mean:
  - a. when used to refer to a document, means to state the following:
    - i. The subject of the document;
    - ii. The title of the document;
    - iii. The type of document (e.g., letter, memorandum, telegram, chart);

- iv. The date of the document, or if the specific date thereof is unknown, the month and year or other best approximation of such date with reference to other events;
  - v. The identity of the person or persons who wrote, contributed to, prepared or originated such document; and
  - vi. The present or last known location and custodian of the document.
- b. when used in reference to a *person*, “identify” means to state to the fullest extent possible the person’s name, present or last known address, present or last known telephone number(s), and, if a natural person, the person’s employer and position of employment at the time(s) in question.
- c. when used in reference to a *conversation* or *communication*, “identify” means to state the date and length of the communication, the identity of all parties to the communication, the identity of all other witnesses to the communication, the place where the communication took place (if the communication did not take place in person, set forth the location of each party to and each witness to the communication), and the general subject matter(s) of the communication.
- d. when used in reference to a *claim*, “identify” means to state the date and location the claim arose, the location the claim was defended, the names of the parties involved, the case style, the amount in controversy, and the general nature of the claim.
- e. “Relating to” any given subject means any document, communication, or statement that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with,

touches upon, or is in any manner whatsoever pertinent to that subject and supports, evidences, describes, mentions, refers to, contradicts or comprises the subject.

5. "Including" shall mean "including, but not limited to."
6. "And" and "or" shall be construed conjunctively or disjunctively as required by the context within the scope of a discovery request so as not to exclude any information that might be deemed outside the scope of the request or by any other construction.
7. "Person(s)" shall mean and include a natural person, firm, association, organization, partnership, business trust, corporation (public or private), or government entity.
8. "Parties" includes all named parties in this litigation and their agents, employees, servants, officers, and directors.
9. "Plaintiff" and "Policyholder" mean the above-captioned Plaintiff or the Policyholder listed on S 2425406 and his/her/its employees, representative, agents, employees, servants, officers, and directors.
10. "Property" or "Insured Property" means the property located at 1775 Water Place SE, Atlanta, GA 30339.
11. "You," "Your," "Defendant," and "Insurance Company" means Defendant Insurance Company and its employees, representatives, agents, employees, servants, officers, directors, adjusters, branch claims representatives, regional or home office claims auditors or claims examiners, all claims managers and claims supervisors at any level, executive officers of the company, and all members of any review or claims committee, and each person presently or formerly acting or authorized to act on Defendant's behalf.
12. "Policy" means Policy No. S 2425406 issued by Selective Way Insurance Company.

13. "Broker" means an insurance broker, excess/surplus lines broker, licensed insurance agent, managing general agent, or other insurance intermediary involved in the purchase, sale, negotiation, or placement of the Policy.
14. "Coverage Letter(s)" means the correspondence from You to Policyholder dated anytime, regarding Your position as to coverage for the Loss.
15. "Loss" means the event on or around June 6, 2023, in which Policyholder suffered property damage and has consequently incurred extra expenses such as additional living expenses, business income losses, and other losses afforded coverage for under the Policy.
16. "Possession, custody or control" includes the joint or several possession, custody, or control not only by the person to whom these interrogatories are addressed, but also the joint or several possession, custody, or control by each or any other person acting, or purporting to act on behalf of, the Person, whether as an employee, attorney, accountant, agent, sponsor, spokesman, or otherwise.

#### INTERROGATORIES

1.

Identify any and all Persons involved in any way whatsoever in the investigation, adjustment, and handling of Plaintiff's claim for insurance benefits arising from the Loss on or about June 6, 2023, and for each, please include his/her name, place of employment, address, and telephone number; his/her title, license(s), and certification(s); the date his/her involvement in this claim commenced; the date his/her involvement in this claim concluded; and a description his/her involvement in this claim.

This interrogatory seeks information about every individual involved in the Claim including, but not limited to, Persons employed by the Defendant or retained by Defendant through



a third-party entity. For Defendant's employees specifically, this Interrogatory seeks the name of every employee of Defendant who had anything to do with the Claim.

2.

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If any Person identified in Your answer to Interrogatory No. 1 is or was Your employee, agent, or representative, please state whether said Person has been promoted, demoted, terminated, or transferred from June 6, 2023 to present; describe in detail the change in employment status of each such Person, including the circumstances of the Person's employment before and after the change in status; and provide the last-known residence address and telephone number or place of current employment of each such former employee.

3.

Describe each and every investigative step conducted by You, or by anyone on Your behalf, regarding Plaintiff's Claim, beginning with the date and method You received notice of the subject Claim, and identify any and all documents and correspondence (paper or electronic) generated, obtained, or otherwise placed in Your possession, in the course of Your investigation.

4.

Identify each and every person that You expect to call as an expert witness at trial, and for each, please state the subject matter on which the expert is expected to testify; the substance of the facts and opinions to which the expert is expected to testify; a summary of the grounds for each opinion; the data or other information considered by the expert in forming their opinions; whether a written report has been prepared; and identify the data or other information considered by the expert in forming their opinions & all documents You furnished to the expert.

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5.

If You have retained or employed an expert in conjunction with the Claim who is not expected to be called as a witness at trial, please identify said expert(s), and for each, please state their address and contact information.

6.

Please state the date and manner in which You received notice of the Claim; the date and manner in which You acknowledged receipt of the Claim; the date and manner in which You commenced investigation of the Claim; the date and manner in which You requested from the Plaintiff all items, statements, and forms that You reasonably believed, at the time, would be required from the Plaintiff; the date and manner in which You notified the Plaintiff in writing of the acceptance or rejection of the claim; and the date, amount, and reason for any insurance proceed payments You have made to the Plaintiff.

7.

Have You extended coverage for any part of Plaintiff's Claim for insurance benefits, or have You denied or rejected Plaintiff's Claim? If You extended coverage for any part of Plaintiff's Loss, please state with specificity the provisions, endorsements, or any other part of the Policy governing Plaintiff's Loss that supports Your extension of coverage; please state with specificity Your reasons for denying or rejecting any part of Plaintiff's Claim; and include all facts and policy provisions that supported Your decision to deny or reject Plaintiff's Claim. This Interrogatory seeks the above information even if coverage was extended for the Loss but fell below the Plaintiff's deductible.

8.

Do You contend the damage to the Property can be repaired? If so, please state with specificity the method of repair Defendant contends should be used to repair the Property. This request seeks any and all building codes (state, county, city, or municipal), industry standards, and industry practices employed in the investigation, evaluation, and determination of methods used to repair damages caused by the Loss that Defendant states could be used to repair the Property. If such information exists, please state: the name(s), address(es), and telephone number(s) of all Persons who have personal knowledge of any of these industry standards or practices; and identify all documents that support or explain any of these building codes, engineering industry standards, and practices.

If You do not have an answer to this Interrogatory, please affirmatively state none of the above was relied upon in determining if the damage sustained to the Property by the Loss is or was repairable.

9.

Does the Policy owe for anything less than a proper repair of the damaged Property caused by a covered loss? If the Policy does not owe for a proper repair, please state with specificity the provision of the Policy which does not provide for a proper repair.

10.

Please identify any and all written policies, procedures, guidelines, or other documents (including document(s) maintained in physical or electronic form) You maintained for Your internal or third party adjusters to use in the state of Georgia in connection with adjusting Wind and Hail losses that were in effect on June 6, 2023 through present.

11.

Please state with specificity the approximate date and event which caused You to anticipate litigation with respect to Plaintiff's cause of action and identify all documents that support or explain any of these facts.

12.

Identify any and all documents (including those maintained electronically) relating to the investigation, claim handling, and adjustment of Wind and Hail claims in the state of Georgia that are routinely generated throughout the handling and investigation of such claims (including, but not limited to, investigation Reports; reserve sheets; electronic claims diaries or similar record logs; claims review reports; and/or any team report relative to this claim) for the two years preceding June 6, 2023 to the present, and state whether any such documents were generated during the investigation and handling of the Claim.

13.

Have any documents (including those maintained electronically) relating to the Claim been destroyed, lost, or disposed of? If so, please identify what, when and why the document was destroyed, and describe Your document retention policy.

14.

Do You contend the Property was damaged by any excluded peril? If so, state the specific provision in the Policy supporting the exclusion and how the exclusion impacted Your claim decision, state in detail Your factual basis for this contention, and identify any documents supporting Your contention.

15.

Do You contend the Plaintiff failed to satisfy any condition, covenant, or duty of the Policy or otherwise breached the Policy? If so, identify each specific condition, covenant, or duty of the Policy You contend the Plaintiff failed to satisfy or breach, and identify all the documents relating to Your assertion and all Persons with knowledge of such facts.

16.

Identify the underwriting documents created or acquired in the formation of the Policy for the Property including any risk reports for the Property that have been generated or obtained at any time, and state if any Notice(s) of Cancellation or Notice(s) of Non-Renewal of the Policy have been issued.

17.

Identify any and all photographs, audio recordings, video recordings, written statements taken, or other memorializing documentation obtained during the course of Your investigation of the Claim. In Your response, please describe in detail what each document depicts or memorializes and state the date when each such document or memorialization was obtained or generated.

18.

Identify any and all repair estimates, invoices, quotes, receipts, or other documentation reflecting the cost or methodology to repair the damages at issue in this Claim, even if said item never left Your possession. In Your response, please describe in detail what each document depicts, when it was generated or obtained, why it was generated or obtained, and state the date when the item was created, received, or requested.

19.

Please identify each Person who assisted You in any way to provide responses to these Interrogatories. For each identified Person, please include the Person's name, place of employment, address, telephone number and relationship to you.

20.

State the good faith factual basis for Your Affirmative Defenses(s), and identify the date, type of document, author(s), recipient(s), and present custodian of every document known or believed by You to refer or relate in any way to the facts You contend support Your Affirmative Defense(s) and comprehensively describe all basis (factual and otherwise), documents, notes, memorandum, reports, or other documentation supporting Your responses to the paragraphs of Plaintiff's Complaint.

**REQUEST FOR PRODUCTION OF DOCUMENTS**

1.

All documents responsive to Plaintiff's Interrogatories identified in Your responses to Plaintiff's Interrogatories or otherwise reviewed or relied upon in responding to Plaintiff's Interrogatories.

2.

The entire claim file, claims notes, or other similar records from the home, regional, or local offices; third party adjusters or adjusting firms; or ladder assist Persons retained by You regarding the Claim. This request includes, but it not limited to, copies of the file jackets; "field" files and notes; and drafts of documents contained in the file.



To the extent that this request seeks documents from third-party adjusters/adjusting firms, ladder assists, or other Persons retained by the Defendant, this request is only seeking such documents that have been provided to, or are in the control of, the Defendant.

3.

A certified copy of the Policy or insurance policies possessed by Defendant pertaining to the Property involved in this suit.

4.

All documents and tangible things supporting the method You contend could be used to properly repair the damages sustained to the Property as a result of the Loss.

5.

Your written procedures, policies, guidelines, or other similar documentation (including document(s) maintained in electronic form) that pertain to the handling of Wind and Hail claims in the state of Georgia for the year preceding June 6, 2023 to present.

6.

Any and all weather reports in Your possession which concern the Property, regardless of whether You relied upon them in making Your claims decision in this matter, for the two years preceding June 6, 2023 to present.

7.

The Operation Guides which relate to the handling of Wind and Hail claims in the state of Georgia in effect for the year preceding June 6, 2023 to present.

8.

The field notes, measurements, electronic diary, file materials, or other similar records (including all electronic and paper notes) created, obtained, or maintained by the claims personnel,

contractors, adjusters, engineers, or any other Person who physically inspected the Property or adjusted the Claim.

9.

The emails, instant messages, internal or external correspondence, or any other communication between Defendant and any agent, representative, employee, or other Person pertaining to the Claim.

10.

Defendant's internal newsletters, bulletins, publications, or other memoranda internally circulated which relates to the policies and procedures relied upon in the handling of Wind and Hail claims in the state of Georgia that were issued one year preceding June 6, 2023 through the present, including, but not limited to, memoranda issued to claims adjusters.

11.

The price guidelines, price indexes, or other similar information utilized in the creation of any repair estimates prepared, edited, requested, or relied upon by the Defendant. In the event published guidelines of "off the shelf" software (including, but not limited to, Xactimate software) were utilized to inform pricing decisions, You may respond by simply identifying the name, version, and/or edition of the published guidelines used.

12.

Any "Summary of Loss," "Pay sheet," "Payment Log," copy of issued payments, or other similar list or record of payments made by Defendant in relation to the Claim. This includes, but is not limited to, all payments issued to Plaintiff or Plaintiff's agents and representatives; all payments issued to independent adjusters, ladder assists, engineers, or other Persons retained in

Your adjustment of this claim; all copies of any and all checks issued; and all expenses incurred by You in Your adjustment of this claim.

13.

The documents reflecting reserves applied to the Claim.

14.

The contract or agreement between the Defendant and any third-party Person retained in the investigation and adjustment of the Claim. This request includes, but is not limited to, contracts or agreements with ladder assists, independent adjusters, contractors, engineers, meteorologists, or hygienists involved in any way throughout the Claim.

15.

All documents submitted to, or received from, each Person You expect to call as an expert witness at trial. This request includes, but is not limited to: any agreement exchanged or entered into between Defendant and the witness (including proposals not agreed upon and counteroffers to the same); all reports generated by the witness (including drafts); a current *curriculum vitae* for the witness; a list of all other publications authored by the witness; a list of all other cases in which the witness has testified as an expert at trial or by deposition; an invoice showing the compensation paid or owed to the witness, and all documents and tangible things consulted by and relied upon by the witness in forming his or her expert opinion.

16.

All documents submitted to, or received from, each Person Defendant hired or consulted as an expert witness which Defendant does not intend to call as an expert witness at trial in this case. This request includes, but is not limited to: any agreement exchanged or entered into between Defendant and the witness (including proposals not agreed upon and counteroffers to the same);

all reports generated by the witness (including drafts); a current *curriculum vitae* for the witness; a list of all other publications authored by the witness; a list of all other cases in which the witness has testified as an expert at trial or by deposition; an invoice showing the compensation paid or owed to the witness; and all documents and tangible things consulted by and relied upon by the witness in forming his or her expert opinion.

17.

All documents in Your possession concerning the underwriting of the Policy issued for the Property. This request includes, but is not limited to, any risk reports for the Property and any Notice(s) of Cancellation or Notice(s) of Non-Renewal of the Policy for the Property.

18.

All repair estimates, invoices, quotes, receipts, or other documentation Defendant reviewed throughout the adjustment of the Claim which reflect the cost to repair any agreed upon, contested, or suspected damages at issue in the Claim. This request is inclusive of documents not transmitted to the Plaintiff through the adjustment of the Claim.

19.

Any and all photographs, audio recordings, video recordings, written statements taken, or other memorializing documentation obtained during the course of Your investigation of the claim. This request seeks the requested documentation to be produced in a format most similar to the original, in the highest quality version available, and in a format which retains the original metadata.

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20.

A copy of the license, registration, certification, or other similar documentation for all Persons retained, employed, or consulted by the Defendant to inspect the Property and/or adjust the Claim.

21.

All evidence You intend to introduce at the trial of this matter.

It is requested that the above-requested responses be made within forty-five (45) days of service of this request at the offices of The Huggins Law Firm, LLC, 110 Norcross Street, Roswell, GA 30075.

Respectfully submitted, this 9th day of June, 2025.

For: The Huggins Law Firm, LLC,

/s/ J. Remington Huggins

J. Remington Huggins, Esq.

Georgia Bar No.: 348736

Michael D. Turner, Esq.

Georgia Bar No.: 216414

*Attorneys for the Plaintiff*

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CLERK OF SUPERIOR COURT  
STEPHENS COUNTY, GEORGIA  
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Tim Quick, Clerk  
Stephens County, Georgia

IN THE SUPERIOR COURT OF STEPHENS COUNTY  
STATE OF GEORGIA

RENOVATION CHURCH OF ATLANTA, )  
INC., )  
Plaintiff, )  
v. )  
SELECTIVE WAY INSURANCE )  
COMPANY, )  
a foreign corporation, )  
Defendant. )

CIVIL ACTION FILE NO.:

CERTIFICATE OF SERVICE

This is to certify that I have served the foregoing upon the Defendant Selective Way Insurance Company by serving them with the *Summons, Complaint and Exhibits*, and *Plaintiff's First Set of Interrogatories and Request for Production of Documents* in accordance with the Court's rules to Defendant Selective Way Insurance Company at the address listed below:

CSC OF Stephens County  
Registered Agent for Defendant Selective Way Insurance Company  
597 Big A Road  
Toccoa, GA 30077

Respectfully submitted, this 4th day of June, 2025.

For: The Huggins Law Firm, LLC,

/s/ J. Remington Huggins

J. Remington Huggins, Esq.  
Georgia Bar No.: 348736  
Michael D. Turner, Esq.  
Georgia Bar No.: 216414

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